

### SAWPA

#### SANTA ANA WATERSHED PROJECT AUTHORITY

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

Meeting Access Via Computer (Zoom):	Meeting Access Via Telephone:
<ul> <li>https://sawpa.zoom.us/j/88254051483</li> </ul>	• 1 (669) 900-6833
Meeting ID: 882 5405 1483	Meeting ID: 882 5405 1483

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.

### REGULAR MEETING OF THE PROJECT AGREEMENT 24 COMMITTEE TUESDAY, MARCH 4, 2025 – 10:00 A.M.

(or immediately following the 9:30 a.m. SAWPA Commission meeting)

#### Committee Members

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

#### **AGENDA**

#### 1. CALL TO ORDER | PLEDGE OF ALLEGIANCE (T. Milford Harrison, Chair)

#### 2. ROLL CALL

#### 3. 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.gov with the subject line "Public Comment". Submit your electronic comments by 5:00 p.m. on Monday, March 3, 2025. 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.

#### 4. 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.

5.	<u>CO</u>	NSENT CALENDAR
		atters listed on the Consent Calendar are considered routine and non-controversial and will be acted upon by the Committee by one on as listed below.
	A.	APPROVAL OF MEETING MINUTES: FEBRUARY 4, 2024 Recommendation: Approve as posted.
6.	CO	MMITTEE DISCUSSION/ACTION ITEMS
	A.	FYE 2026 AND 2027 BRINE LINE FUND DRAFT BUDGET (PA24#2025.6)
	B.	REQUEST FOR PROPOSALS FOR DEBRIS HAULING AND DISPOSAL SERVICES (PA24#2025.7)
	C.	REQUEST FOR PROPOSALS FOR THE INLAND EMPIRE BRINE LINE SCADA  SPECIFICATION DESIGN AND WORK PLAN (PA24#2025.8)
7.		ORMATIONAL REPORTS
	A.	brinder information.  BRINE LINE FINANCIAL REPORT – DECEMBER 2024
	В.	FINANCIAL REPORT FOR THE INLAND EMPIRE BRINE LINE ENTERPRISE/CIP FOR THE SECOND QUARTER ENDING DECEMBER 31, 2024
	C.	GENERAL MANAGER REPORT Presenter: Jeff Mosher
	D.	COMMITTEE MEMBERS COMMENTS
	E.	CHAIR'S COMMENTS/REPORT
8.	CO	MMITTEE MEMBER REQUESTS FOR FUTURE AGENDA ITEMS
9.		OSED SESSION Te were no Closed Session items anticipated at the time of the posting of this agenda.
10.	AD.	<u>JOURNMENT</u>

#### **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, 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 February 27, 2025, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.gov and posted at SAWPA's office, 11615 Sterling Avenue, Riverside, California.

#### 2025 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.)

January		February	
1/7/25	Regular Committee Meeting [cancelled]	2/4/25	Regular Committee Meeting
March		April	
3/4/25	Regular Committee Meeting	4/1/25	Regular Committee Meeting
May		June	
5/6/25	Regular Committee Meeting	6/3/25	Regular Committee Meeting
July		August	
7/1/25	Regular Committee Meeting	8/5/25	Regular Committee Meeting
Septembe	r	October	
9/2/25	Regular Committee Meeting	10/7/25	Regular Committee Meeting
November	·	December	
11/4/25	Regular Committee Meeting	12/2/25	Regular Committee Meeting

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#### PROJECT AGREEMENT 24 COMMITTEE

Inland Empire Brine Line

#### REGULAR MEETING MINUTES February 4, 2025

#### **COMMITTEE MEMBERS PRESENT**

Mike Gardner, Vice Chair, Western Municipal Water District Governing Board Phil Paule, Eastern Municipal Water District Governing Board Jasmin A. Hall, Inland Empire Utilities Agency Governing Board

#### **COMMITTEE MEMBERS ABSENT**

None

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

T. Milford Harrison, Chair, San Bernardino Valley Municipal Water District Governing Board [via - zoom]

#### **STAFF PRESENT**

Jeff Mosher, Karen Williams, David Ruhl, Dean Unger, John Leete, Lucas Gilbert, Sara Villa, Marie Jauregui, Daniel Vasquez

#### **OTHERS PRESENT**

Thomas S. Bunn, Lagerlof, LLP; Nick Kanetis, Eastern Municipal Water District; Kayla Arias, Orange County Sanitation District; Leo Ferrando, San Bernardino Valley Municipal Water District

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

The Regular Meeting of the PA 24 Committee was called to order at 10:45 a.m. by Vice Chair Mike Gardner on behalf of the Santa Ana Watershed Project Authority, 11615 Sterling Avenue, Riverside, CA 92503.

#### 2. ROLL CALL

#### 3. PUBLIC COMMENTS

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

#### 4. ITEMS TO BE ADDED OR DELETED

There were no items to be added or deleted.

#### 5. CONSENT CALENDAR

#### A. APPROVAL OF MEETING MINUTES: DECEMBER 3, 2024

Recommendation: Approve as posted.

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

Result: Adopted by Roll Call Vote

Motion/Second: Hall/Paule

Ayes: Gardner, Hall, Paule

Nays: None Abstentions: None Absent: None

#### 6. COMMITTEE DISCUSSION/ACTION ITEMS

#### A. OC SAN / SAWPA JOINT POLICY COMMITTEE (PA24#2025.1)

Jeff Mosher provided a report on the Orange County Sanitation District (OC San) and SAWPA's Joint Policy Committee. The OC San/SAWPA Joint Policy Committee meets annually with designated OC San Board members to discuss and consider present and future policy matters. Discussions have included strategic planning, collaboration on legislative issues impacting brine discharge, emerging constituents, and funding opportunities. Staff request the appointment of two Commissioners to serve on this Committee, the current members are T. Milford Harrison and David Slawson. It was recommended that Commissioner T. Milford Harrison continue to represent SAWPA as well as Commissioner Philip E. Paule. There was no discussion.

**MOVED**, to appoint two Commissioners to the Orange County Sanitation District (OC San) / Santa Ana Watershed Project Authority (SAWPA) Joint Policy Committee.

Result: Adopted by Roll Call Vote

Motion/Second: Hall/Paule

Ayes: Gardner, Hall, Paule

Nays: None Abstentions: None Absent: None

### B. <u>AMENDMENT TO THE PA 24 AGREEMENT – APPOINTMENT OF ALTERNATE REPRESENTATIVES (PA24#2025.2)</u>

Jeff Mosher provided a report on the Amendment to the PA 24 Agreement, allowing the appointment of two (2) alternate representatives.

Currently, each committee member must be either a commissioner or a general manager, but it is suggested that there's an option to add two (2) alternates. The primary member would still be a commissioner or general manager, and the alternates could be another commissioner, general manager, or a senior-level manager from the respected member agency. Mr. Mosher noted that the goal is to provide more flexibility in terms of representation. The inclusion of a senior staff member as a third alternate addresses the flexibility requested by the member agencies, allowing for better participation in meetings, overseeing potential conflicts, and avoiding meeting cancellations due to lack of quorum.

Mr. Mosher noted that on January 21, 2025, the SAWPA Commission approved the recommendation of amending the PA 24 Agreement. There was no discussion.

**MOVED**, to approve the amendment to the Project Agreement 24 (PA 24 Agreement) dated July 17, 2019, allowing for the appointment of two (2) alternate representatives.

Result: Adopted by Roll Call Vote

Motion/Second: Paule/Hall

Ayes: Gardner, Hall, Paule

Nays: None
Abstentions: None
Absent: None

### C. <u>INLAND EMPIRE BRINE LINE DATA MANAGEMENT SYSTEM REQUEST FOR PROPOSAL (RFP) (PA24#2025.3)</u>

Lucas Gilbert provided a presentation on the Inland Empire Brine Line Data Management System Request for Proposal, contained in the agenda packet on pages 63-74. A brief overview of the Inland Empire Brine Line Pretreatment Program was provided. SAWPA has been designated by OC San as the overseeing authority for the pretreatment program within

PA24 Committee Regular Meeting Minutes February 4, 2025 Page 3

the brine line service area. The approval authority lies with the Regional Board, while OC San owns the treatment plant. OC San has delegated the control authority to SAWPA, which then oversees the program alongside our member agencies: EMWD, IEUA, Valley District, and Western Water, as well as the contracted agencies: JCSD, City of San Bernardino Water Department, City of Beaumont, and YVWD.

Mr. Gilbert noted that the Brine Line serves 49 industrial facilities that are discharged, along with eight (8) Liquid Waste Haulers that are also permitted. Of these, 33 facilities directly discharge into the brine line, while 16 others are involved in other activities. Our regulatory responsibilities include sampling the discharge, permitting the facilities, and inspecting the discharges. These tasks generate a substantial number of records that need to be securely stored and readily accessible to all staff involved. Since July 1, 2024, the pretreatment program has created approximately 1,200 documents, all of which are stored in a Database Management System (DMS). Currently, SAWPA staff and member agency staff use IPACS to create tasks, manage pretreatment activities, and upload records for each task to ensure easy access.

The IPACS version was built on the Microsoft .NET framework, which Microsoft plans to retire by December 2025. As a result, this version of IPACS will no longer be supported, and staff will need to select a new DMS for the Brine Line Pretreatment Program before December 2025. A release of a Request for Proposal is requested to include several technical specifications and a system that improves data entry and streamline certification processes, with a view to implementing electronic reporting for both our industrial dischargers.

The RFP will outline not only the software provision but also its development, configuration, installation, testing, training, and documentation for employees, along with ongoing support for the system. With Committee approval, the proposed timeline is as follows; release the RFP on February 4, collect proposals by March 13, award the contract in April 2025, and implement the new software by October 1, 2025, ensuring a smooth transition before the December 2025 deadline to phase out the current IPACS system. There was no discussion.

**MOVED**, to direct staff to release an RFP for Data Management System Software for the Inland Empire Brine Line Pretreatment Program.

Result: Adopted by Roll Call Vote

Motion/Second: Paule/Hall

Ayes: Gardner, Hall, Paule

Nays: None Abstentions: None Absent: None

#### D. INLAND EMPIRE BRINE LINE MASTER PLAN FINAL (PA24#2025.4)

David Ruhl provided a presentation on the Inland Empire Brine Line Master Plan, contained in the agenda packet on pages 81-120. A comprehensive overview of the Brine Line Master Plan was provided.

The purpose of the Brine Line Master Plan is to determine how best to manage and implement the growth and expansion of the Brine Line in a manner that best serves the Santa Ana River Watershed, Member Agencies, and Brine Line dischargers. The Master Plan also has the purpose of addressing infrastructure needs to convey and manage increasingly higher salinity discharges, as well as increasing regulatory requirements.

The objectives of the master plan are to identify the potential regional market for future dischargers, evaluate the capacity of the Brine Line system under a variety of anticipated flow conditions, and develop system improvements to address identified deficiencies. In addition, the master plan identifies potential projects and studies to include in the Brine Line Capiţal

PA24 Committee Regular Meeting Minutes February 4, 2025 Page 4

Improvement Program (CIP) and the next 2-year Budget to address deficiencies and maximize regional use of the Brine Line.

In November 2022, the PA 24 Committee approved a contract with Dudek to prepare the Brine Line Master Plan. In August 2024, staff provided an update on the draft Master Plan activities to the PA 24 Committee. A workshop with Member Agency staff was conducted in September 2024 and comments received were included in the Final Master Plan. Mr. Ruhl highlighted in depth the master plan report organization that includes key findings and recommendations of the following:

- Market Assessment & Future Flow Projections
- Hydraulic Model Update & Calibration
- Brine Line System Capacity Analysis
- Capacity Management & Long-Term Planning Efforts
- Brine Line Multi-Use Benefits
- Future Facilities, Improvements & Expansion

Mr. Ruhl noted that as brine discharges increase, SAWPA faces the challenge of maintaining and/or expanding the Brine Line system. To address this a variety of policy measures may be necessary to improve brine management and efficiency. These policies would address environmental, economic, and regulatory considerations to ensure sustainable and equitable brine management. Key policy areas for consideration include:

- Environmental Policies. Enhancing monitoring and reporting capabilities for continuous monitoring of brine discharges. Limits on brine discharge concentrations and constituents may be needed, particularly with emerging concerns (i.e., PFAS). Policies are intended to promote projects that restore and protect natural habitats, mandate advanced brine treatment technologies, and support stricter permitting processes for industries discharging brine.
- <u>Economic Policies</u>. Current practices require dischargers to bear the cost of facilities
  necessary for brine disposal, which can be cost-prohibitive. SAWPA may consider costsharing mechanisms, financial assistance programs, and infrastructure investments to
  upgrade brine treatment facilities. Incentives for sustainable brine management
  practices and revised fee structures to encourage reduction in brine discharge volumes
  may also be explored.
- Regulatory Policies. Updating permitting processes to include more requirements for brine management can help control Brine Line flows. Enhancing interagency collaboration and establishing a regional task force to coordinate efforts and share best practices can improve compliance and enforcement. Policies are intended to support innovative salinity control measures and advanced desalination or demineralization technologies.

Mr. Mosher commended Mr. Ruhl and noted that the Master Plan is an impressive piece, especially considering that SAWPA previously did not have a master plan for the brine line. This will be really helpful as projects are planned for decades into the future, but this document will benefit the next generation of Brine Line managers and PA 24 Committee members. They will be able to see the thought process behind the issues the brine line will face moving forward and the potential solutions.

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Mr. Mosher noted that the SCADA RFP items will come back quickly, as it was discussed during the creation of the master plan. However, many of the other aspects still need to be discussed with the member agencies regarding the timing, rationale, and the driving factors behind the studies. Aside from SCADA, everything else will be open for discussion on how to implement the plans moving forward.

Kayla Arias of OC San asked if staff would update the Brine Line Master Plan when there are changes in projects? For example, if the Rubidoux Desalter accelerates its timeline, do you incorporate that into the Brine Line Master Plan, or does it remain a separate consideration? Mr. Ruhl noted that it would remain separate. It is anticipated to update the master plan every five (5) years. However, as data is gathered, we will update our projections internally, on an annual basis.

Chair Milford Harrison noted that he is looking forward to diving into the details and having further discussions before the Master Plan is adopted. It is clear that there are many new things in this plan that will be both interesting and educational to analyze and discuss further. This is a monumental task, and it has been done very well.

Committee Member Philip Paule left the meeting at 11:37 a.m. during Agenda Item No. 6.D.

E. CITY OF CHINO EUCLID BRIDGE PROJECT (REACH IV-A AND IV-B) (PA24#2025.5)

David Ruhl provided a presentation on the City of Chino (City) Euclid Bridge Project Brine Line Reach IV-A and IV-D, contained in the agenda packet on pages 315-318. The City is considering a bridge project on Euclid Avenue, which lies along State Highway 83, between the 71 freeway and Pine Avenue. This area is prone to flooding during heavy rainfall. The City has been contemplating this project for years, but with the upcoming summer Olympics potentially coming to Los Angeles, the urgency has increased. The City has submitted a bid to host the shooting events, similar to what they did in 1984, and the City aims to complete this work before then.

Mr. Ruhl referenced page 316 of the agenda packet and pointed out the area in question on the map, located on Reach IV-D and Reach IV-A of the Brine Line. Reach IV-D spans about a mile and contains a 42-inch pipe within the current Caltrans right-of-way. The City is proposing an elevated roadway, with the brine line running just inside of it. Some of the support columns for the elevated roadway could potentially intersect with the brine line, which would have an impact on the infrastructure. Additionally, elevated walls and filling could cover the brine line in certain locations. The City of Chino is working closely with SAWPA staff to identify the potential impacts. It is likely that some form of protection or relocation of the brine line will be required, and we are determining the responsibility for costs.

Mr. Ruhl noted that in the past, when rights-of-way were transferred to agencies, the easements remained intact, meaning the City would typically be responsible. However, we also want to consider future improvements, as the master plan has highlighted this area as a potential chokepoint for the pipeline capacity. We are evaluating the possibility of upsizing the pipe in this region to accommodate future needs. This section of the brine line also has a corrosion issue, with the concrete pipe deteriorating. A new pipeline would address this problem with the work scheduled for the next 10 years, but the timeline could be expedited to the next four (4) years if we collaborate with the City on this project.

SAWPA staff are continuing discussions with the City, and if we move forward, we will come back to PA 24 Committee to discuss a design for the project. Collaborating with the City on this effort would be more cost-effective, as they would include our project in their CEQA document and clear the entire right-of-way, handling all environmental issues, which would allow us to proceed without delay. There was no discussion.

#### 7. INFORMATIONAL REPORTS

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

#### A. BRINE LINE FINANCIAL REPORT – OCTOBER 2024

#### **BRINE LINE FINANCIAL REPORT – NOVEMBER 2024**

#### B. **GENERAL MANAGER REPORT**

There were no comments/reports from the General Manager.

#### C. <u>COMMITTEE MEMBERS COMMENTS</u>

There were no comments/reports from the Committee.

#### D. CHAIR'S COMMENTS/REPORT

There were no comments/reports from the Chair.

#### 8. COMMITTEE MEMBER REQUESTS FOR FUTURE AGENDA ITEMS

There were no requests for future Agenda items.

#### 9. CLOSED SESSION

There was no Closed Session.

#### 10. ADJOURNMENT

There being no further business for review, Committee Vice Chair Mike Gardner adjourned the Regular meeting at 11:42 a.m.

Approved at a Regular Meeting of the Project Agreement 24 Committee on March 4, 2025.

T. Milford Harrison, Chair	
•	
Attest:	
Sara Villa Clerk of the Board	

#### PA 24 COMMITTEE MEMORANDUM NO. 2025.6

**DATE:** March 4, 2025

**TO:** Project Agreement 24 Committee

**SUBJECT:** FYE 2026 and 2027 Brine Line Fund Draft Budget

PREPARED BY: Karen Williams, DGM/CFO

#### RECOMMENDATION

It is recommended that the Committee adopt the draft FYE 2026 and 2027 Brine Line Fund Budget.

#### DISCUSSION

On January 21, 2025, staff presented the FYE 2026 and 2027 Goals and Objectives to the Commission for their review. On February 6, 2025, the first draft FYE 2026 and 2027 Budget was presented to member agencies' financial staff at the Budget Workshop. There were a few comments from the member agencies' financial staff that we are working through. As per the Budget Schedule, the Budget will be presented to the Commission in three meetings. The OWOW and Roundtable Budgets were presented earlier today, the General Fund Budget will be presented on March 18, 2025, and the combined Comprehensive Budget will be presented on April 1, 2023.

As in the past, the FYE 2026 and 2027 is a two-year budget and is being prepared in accordance with the Government Finance Officers Association's (GFOA) recommended guidelines and practices. SAWPA has received the GFOA Distinguished Budget Presentation Award for the last eight biennial budgets. Staff will submit the FYE 2026 and 2027 Budget for this award program after final adoption.

The following documents are attached for your review and will be discussed in detail at the PA24 Committee meeting:

- Brine Line Enterprise Budget FYE 2026 and 2027
- Brine Line Capital Budget FYE 2026 and 2027

#### **RESOURCE IMPACTS**

Increases to Brine Line rates include OC San projected increases of 2% for flow and 5% for BOD and TSS for each year. We have also included a 2% increase in the fixed pipeline and treatment capacity charges for each year. Fixed pipeline and treatment capacity charges have not increased since 2021.

#### Attachments:

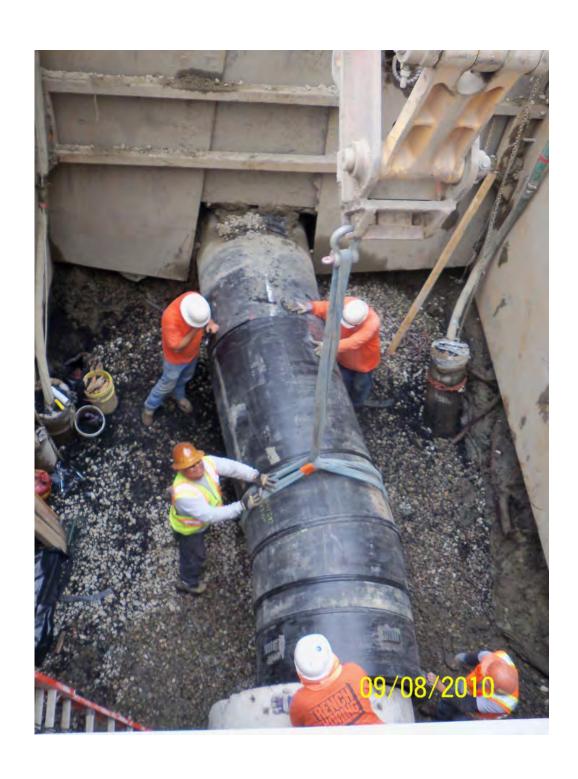
- 1. PowerPoint Presentation
- 2. Budget Documents:
  - Brine Line Enterprise Budget FYE 2026 and 2027
  - Capital Budget FYE 2026 and 2027

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# FYE 2026 and 2027 Brine Line Draft Budget

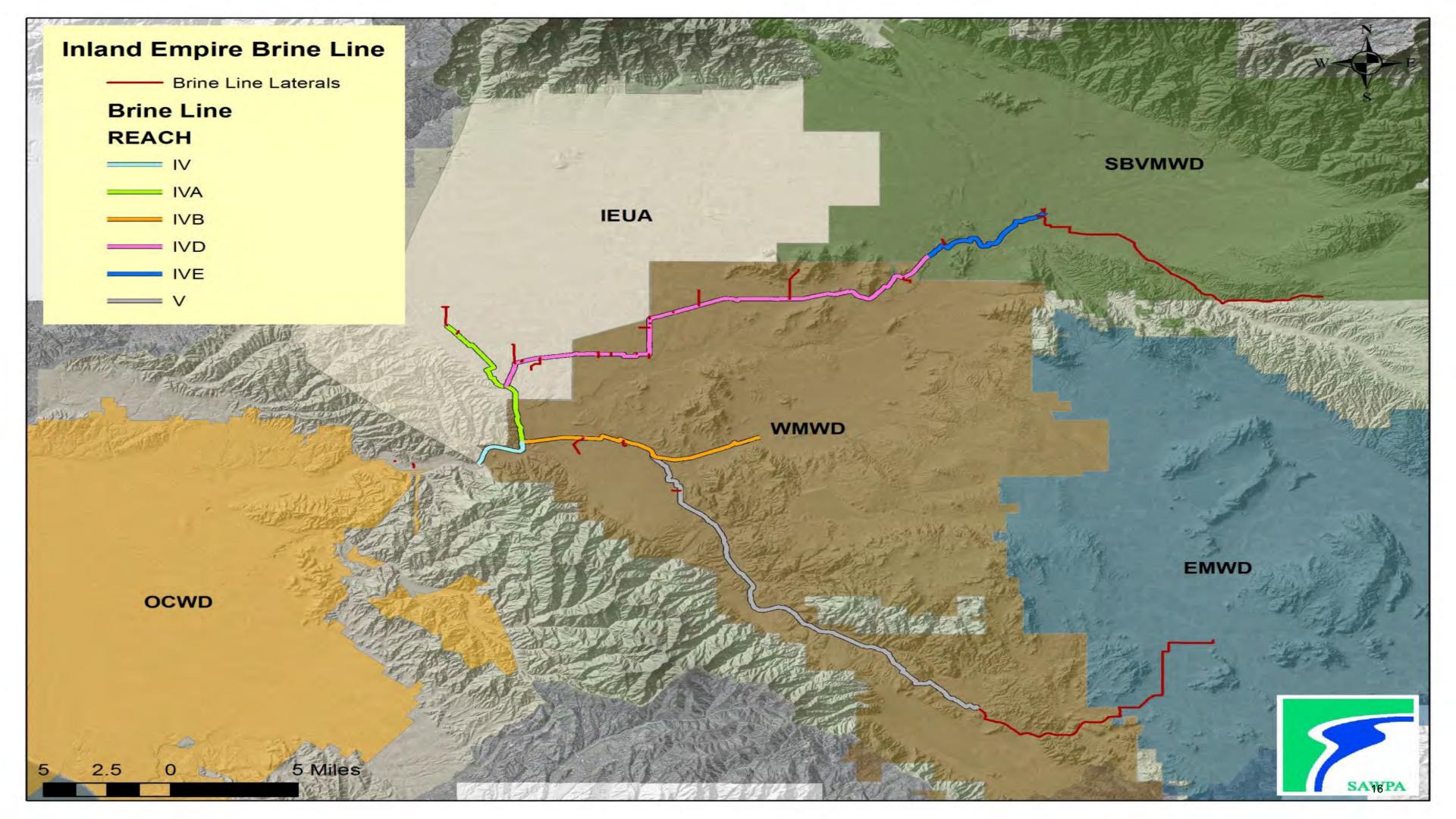
# Brine Line Operations & Capital Budget



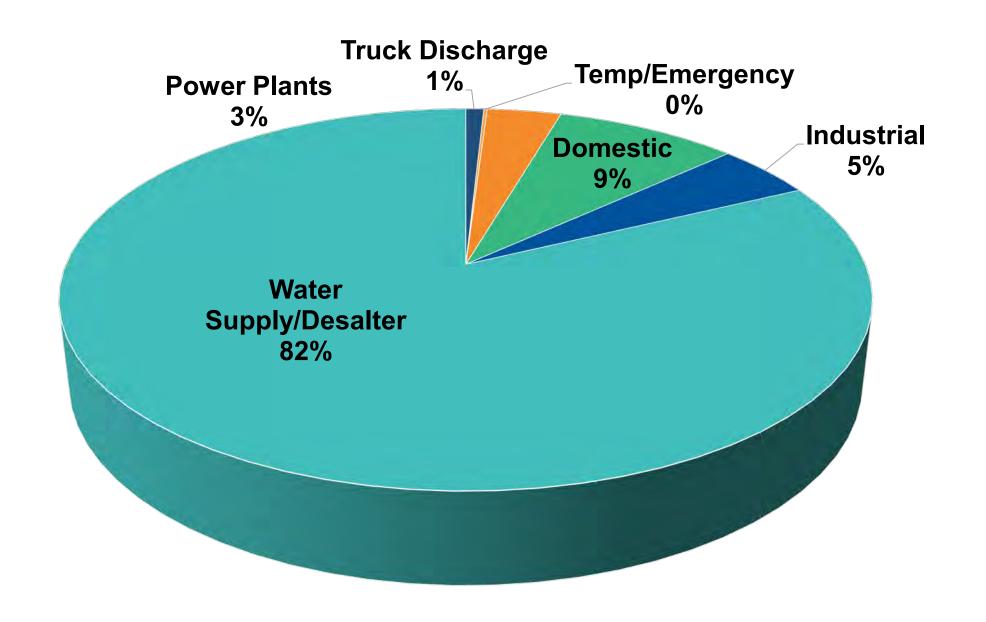


### What is the Brine Line?

- The Inland Empire Brine Line (IEBL) is a 73 mile-long regional brine line designed to convey 30 million gallons per day of non-reclaimable waste water from the upper Santa Ana River Basin to the Pacific Ocean for disposal after treatment
- It was built as the fundamental method of salt export for the region
- Pipeline ranges in age from 23 to 51 years
  - Reach 4 was constructed in the mid-70's (around1974)
  - Reaches 4A and 4B were constructed in the early 1980's (1982)
  - Reaches 4D and 4E were constructed in the early 1990's (1994)
  - Reach 5 was constructed in the early 2000's (2002). Rehab in 2017
- Pipe diameters range from 16 inch to 48 inch



### Who Uses the Brine Line?

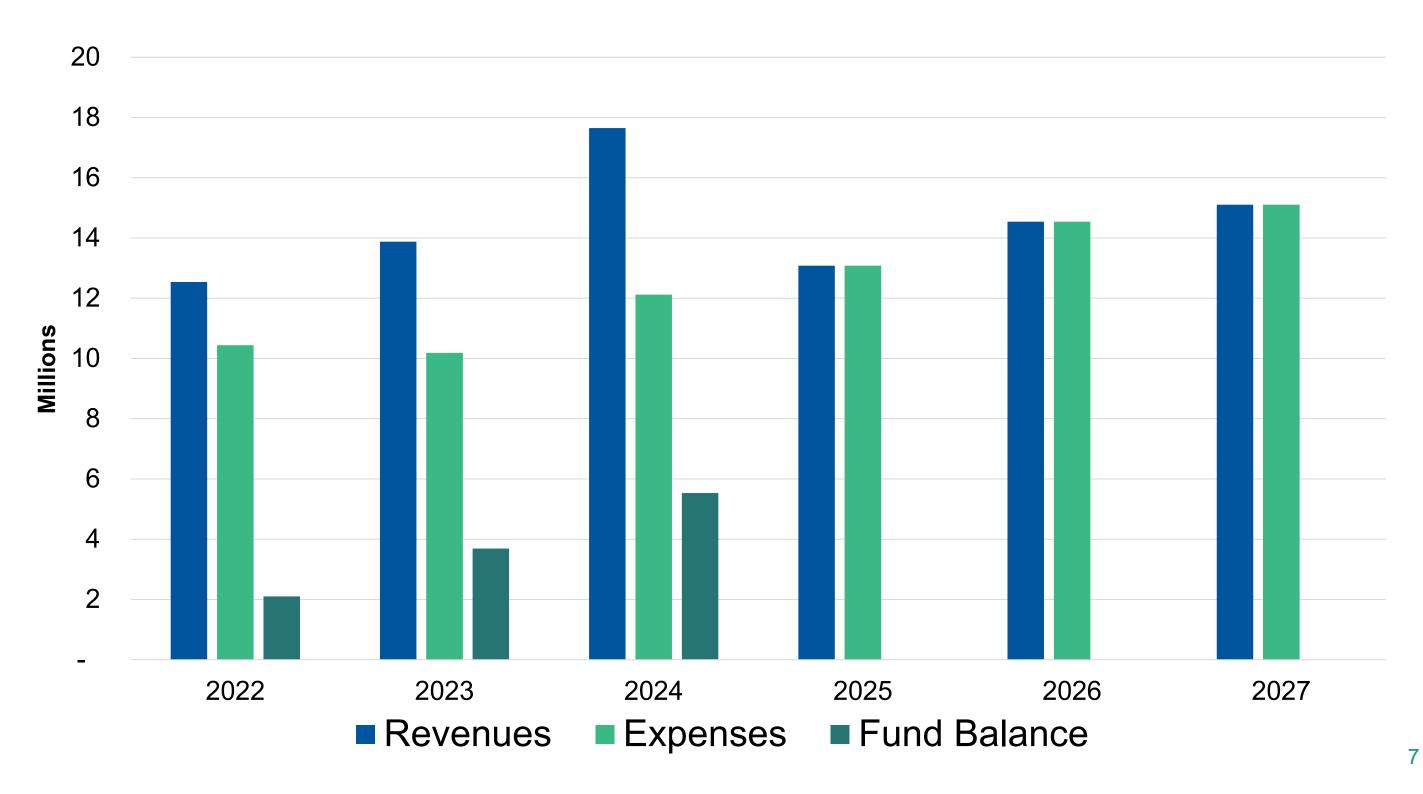


# Historical Revenues & Expenses

	FYE	Revenues	Expenses	Fund Balance Contributions to/ (use of)
	2022	\$12,540,991	(\$10,440,350)	\$2,100,641
Actual	2023	13,875,754	(10,184,342)	3,691,412
	2024*	17,646,184	(12,116,379)	5,529,805
	2025	13,078,112	(13,078,112)	0
Budget	2026	14,538,465	(14,538,465)	0
	2027	15,104,122	(15,104,122)	0

<sup>\*</sup>Includes one-time Capital Contribution for Agua Mansa Loan and cost share of \$2.2 million

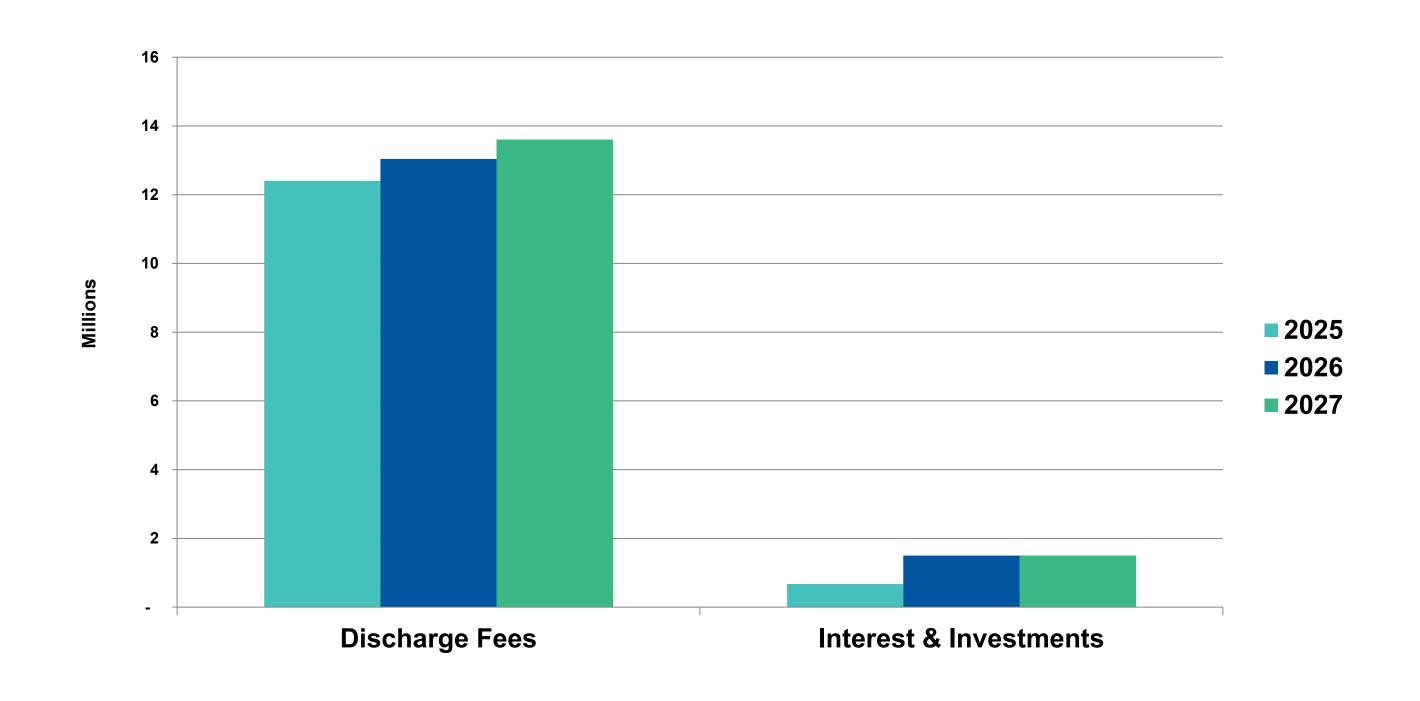
# Historical Revenues & Expenses



### Historical Flows

	FYE	Total Flows (MGD)
Actual	2022	4,035
	2023	4,527
	2024	4,579
	2025	4,161
Budget	2026	4,380
	2027	4,490

# Brine Line Enterprise Revenues

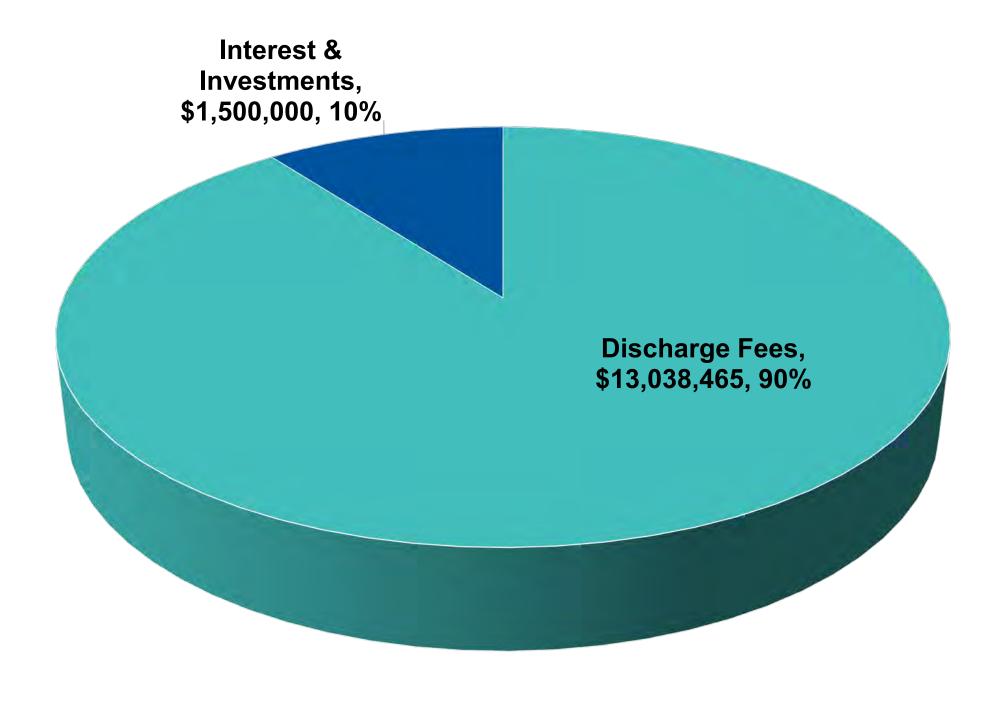


# Brine Line Enterprise Revenues

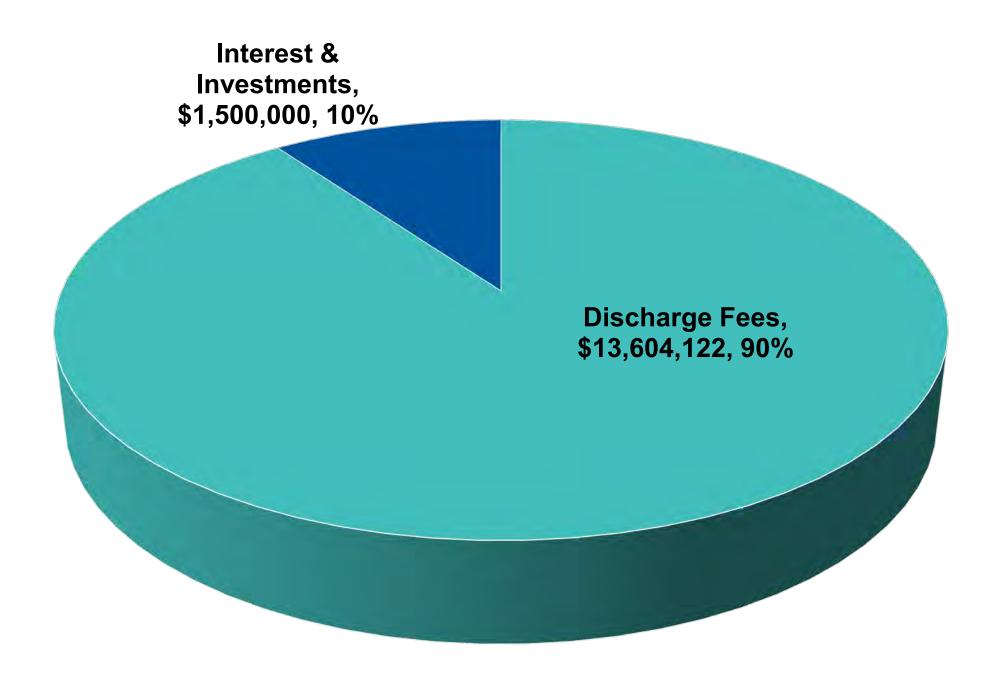
Revenue	FYE 2025	FYE 2026	FYE 2027
Discharge Fees	\$12,405,112	\$13,038,465	\$13,604,122
Interest & Investments	673,000	1,500,000	1,500,000
Total	\$13,078,112	\$14,538,465	\$15,104,122

Flow (MGs) per year	4,161	4,380	4,490
BOD (1,000 lbs.)	1,050	1,050	1,100
TSS per (1,000 lbs.)	2,600	3,000	3,100
Truck Discharge (MGs) per year	30.6	32.0	35.2

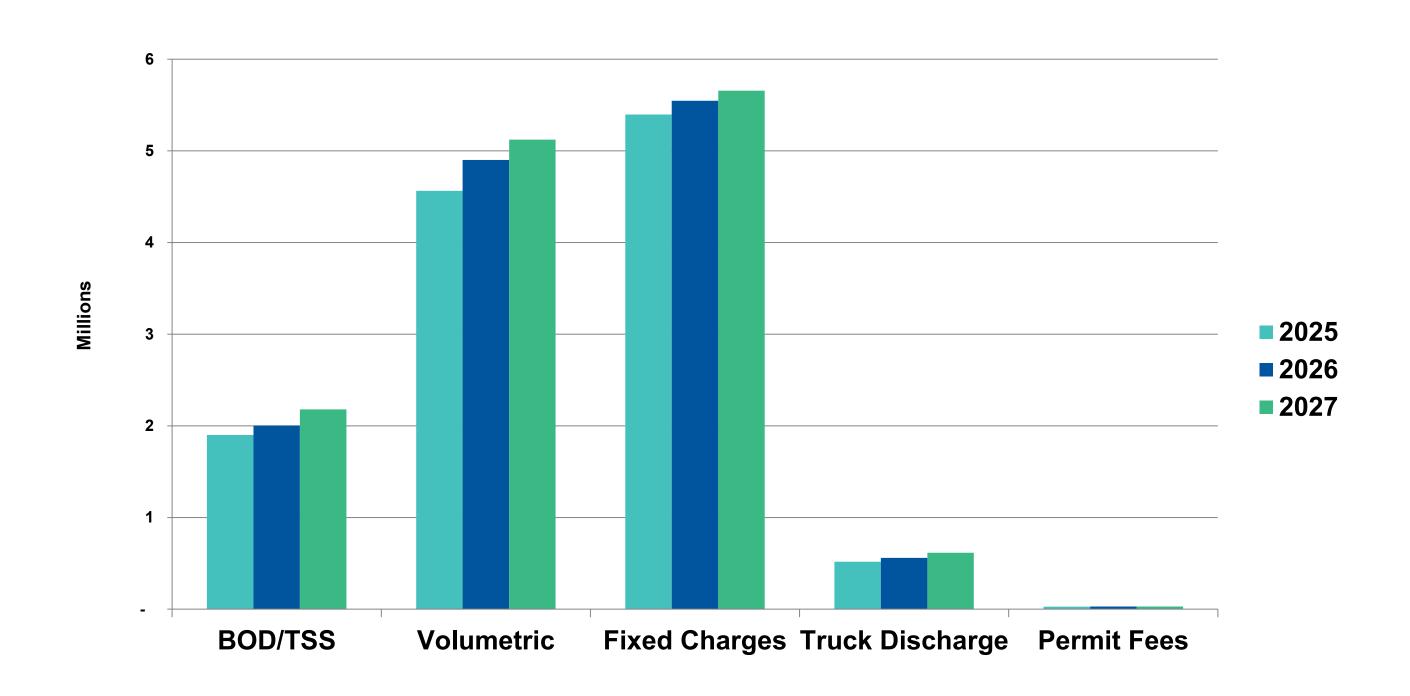
### **Brine Line Revenues - \$14.5 Million**



### **Brine Line Revenues - \$15.1 Million**



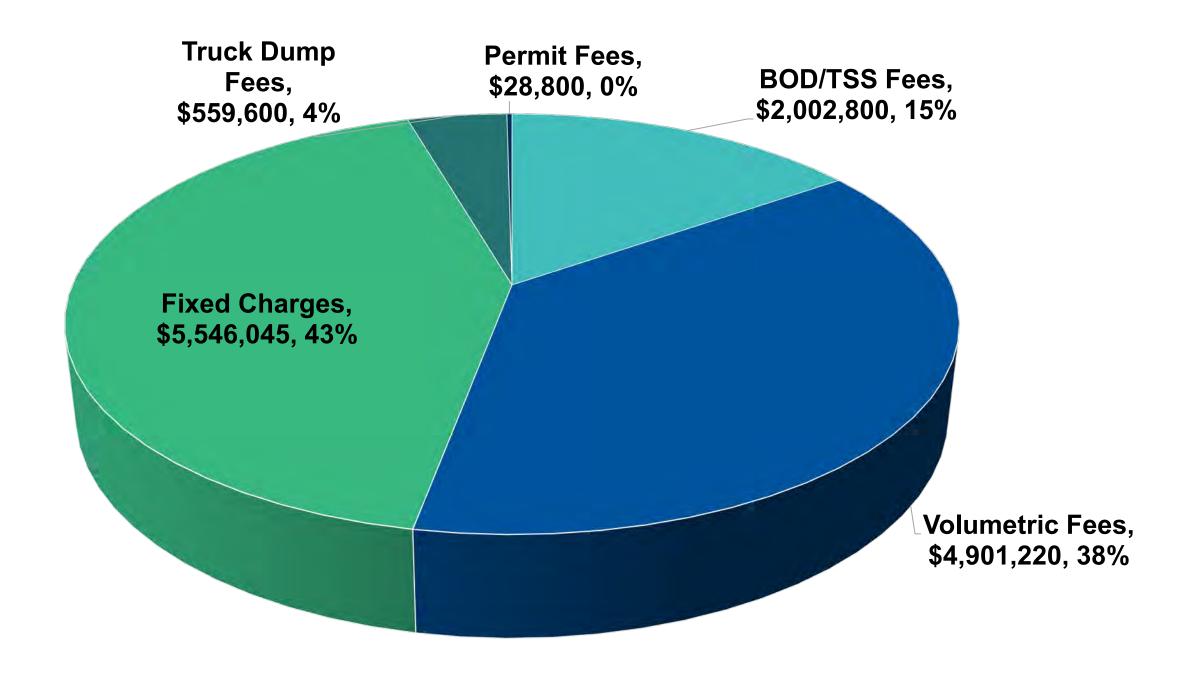
# Discharge Fees



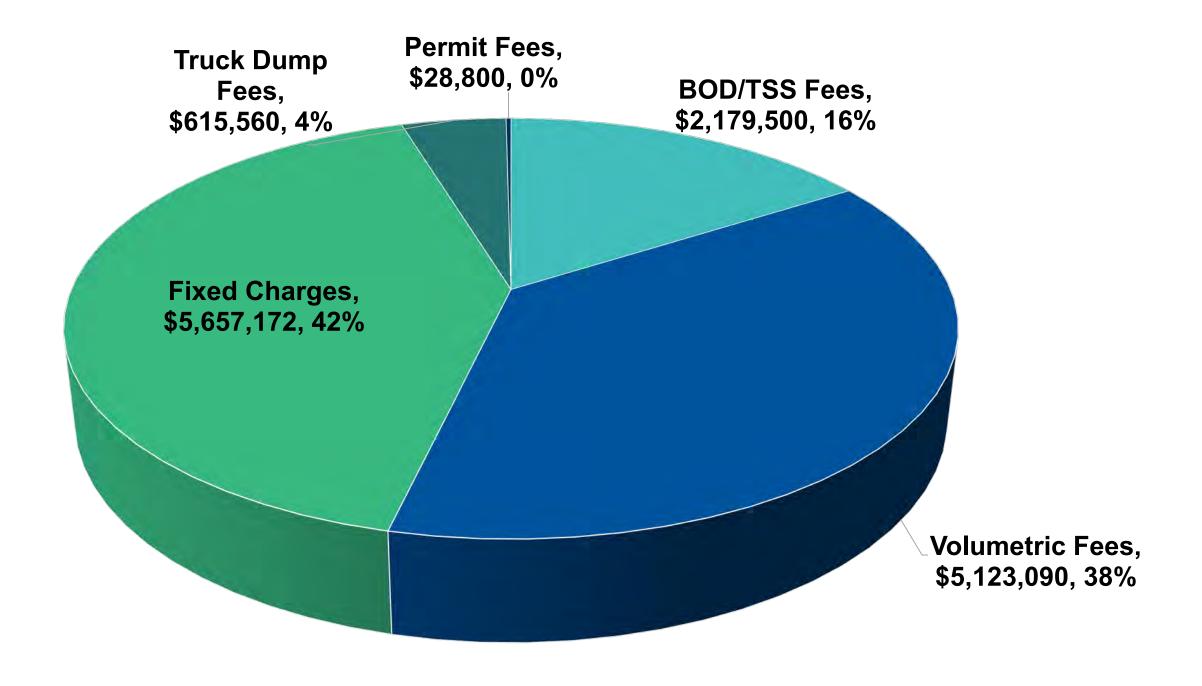
# Discharge Fees

Revenue	FYE 2025	FYE 2026	% Diff	FYE 2027	% Diff
BOD/TSS Fees	\$1,900,850	\$2,002,800	5.4%	\$2,179,500	8.8%
Volumetric Fees	4,564,617	4,901,220	7.4%	5,123,090	4.5%
Fixed Charges	5,396,025	5,546,045	2.8%	5,657,172	2.0%
Truck Dump Fees	517,020	559,600	8.2%	615,560	10.0%
Permit Fees	26,600	28,800	8.3%	28,800	0.0%
Total	\$12,405,112	\$13,038,465	5.1%	\$13,604,122	4.3%

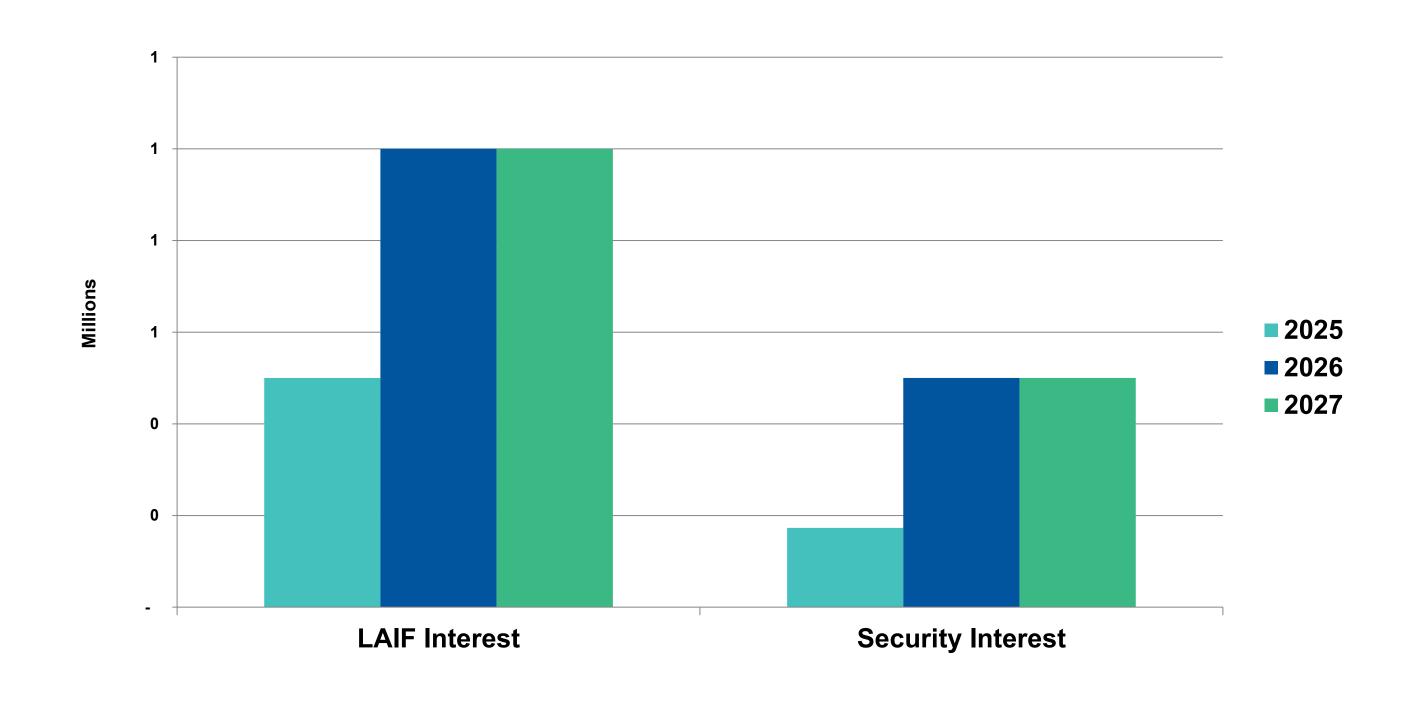
### Discharge Fees - \$13.0 Million



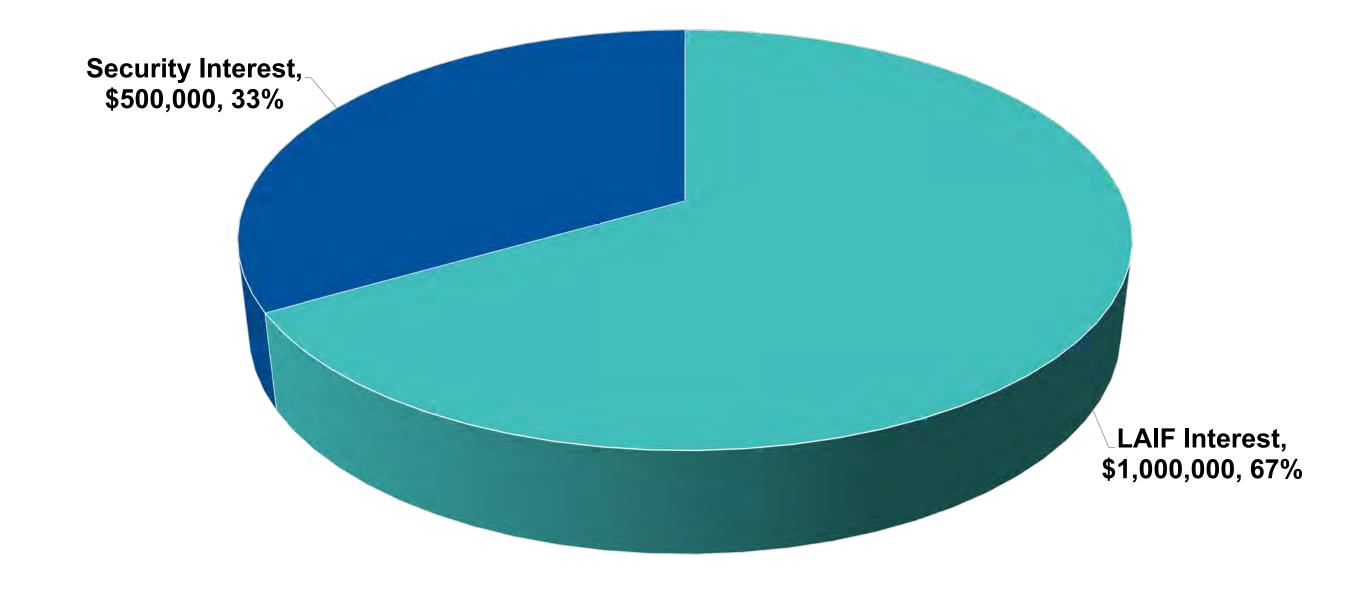
### Discharge Fees - \$13.6 Million



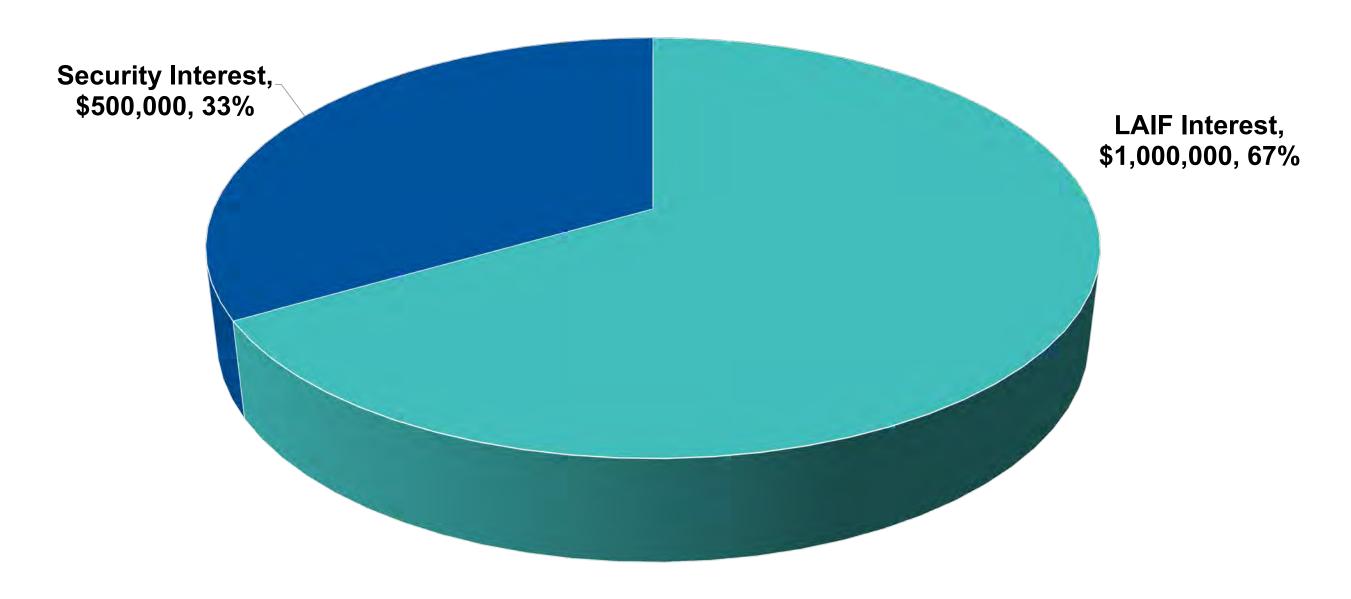
### Interest & Investments



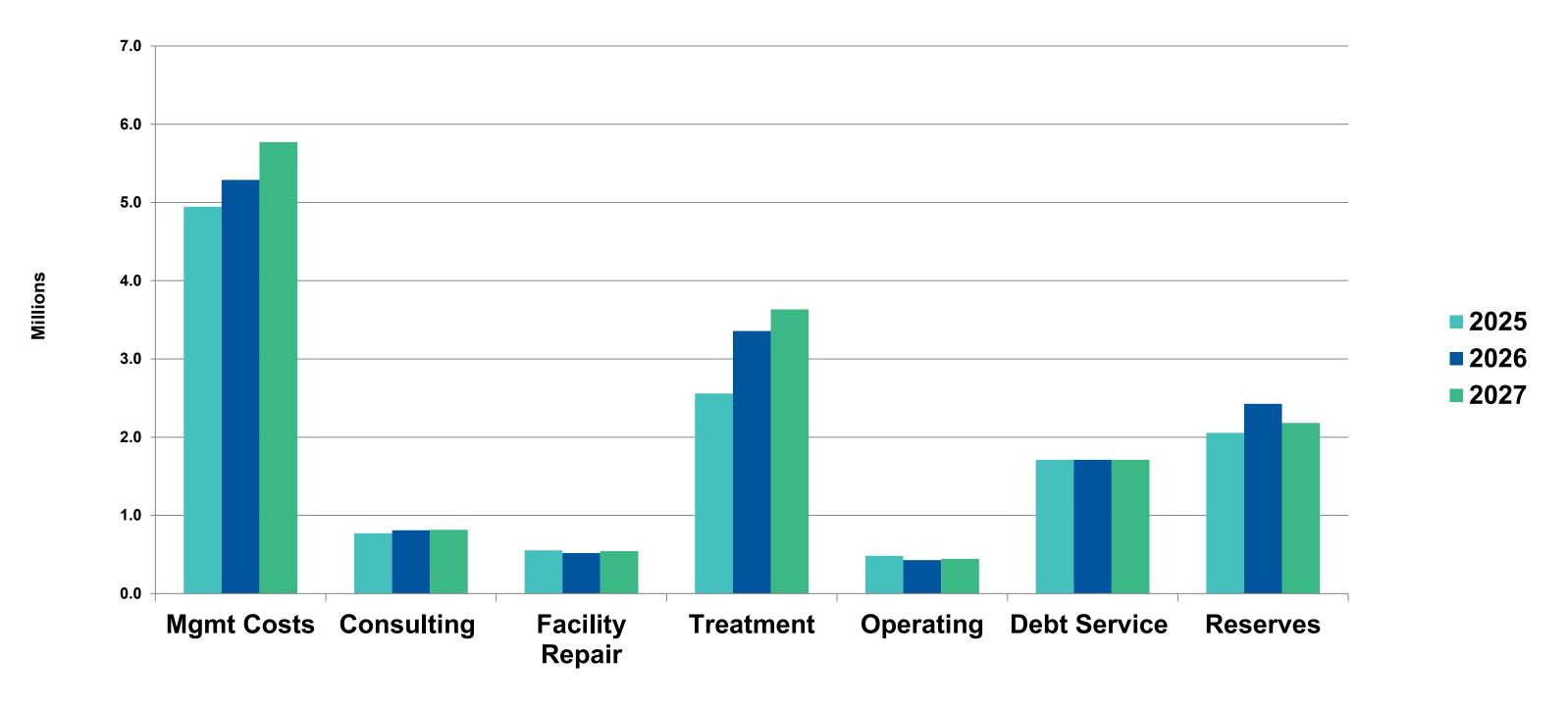
### **Interest & Investments - \$1.5 Million**



### **Interest & Investments - \$1.5 Million**



# Brine Line Enterprise Expenses



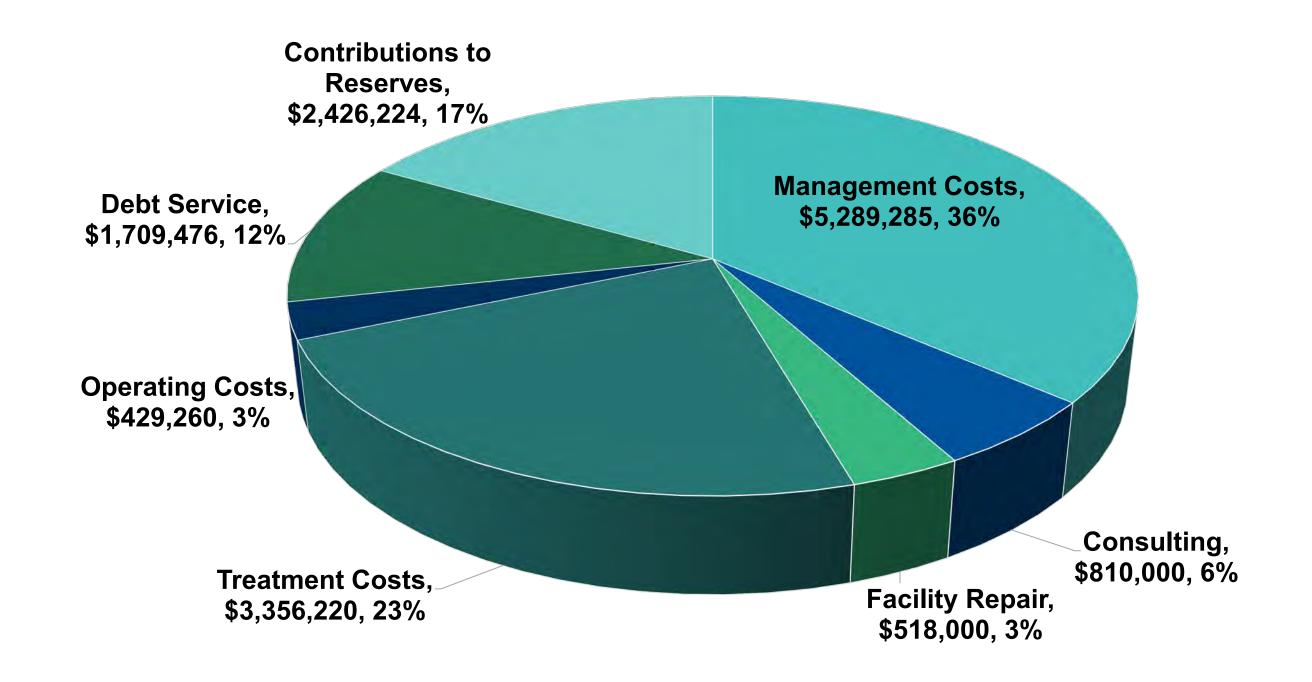
# Brine Line Enterprise Expenses

Expense	FYE 2025	FYE 2026	% Diff	FYE 2027	% Diff
Management Costs	\$4,944,853	\$5,289,285	7.0%	\$5,772,925	9.1%
Consulting	772,500	810,000	4.9%	815,750	0.7%
Facility Repair	553,558	518,000	-6.4%	543,750	5.0%
Treatment Costs	2,558,621	3,356,220	31.2%	3,634,260	8.3%
Operating Costs	483,318	429,260	-11.2%	445,573	3.8%
Debt Service	1,709,476	1,709,476	0.0%	1,709,476	0.0%
Reserves	2,055,786	2,426,224	18.0%	2,182,388	-10.1%
Total	\$13,078,112	\$14,538,465	11.2%	\$15,104,122	3.9%

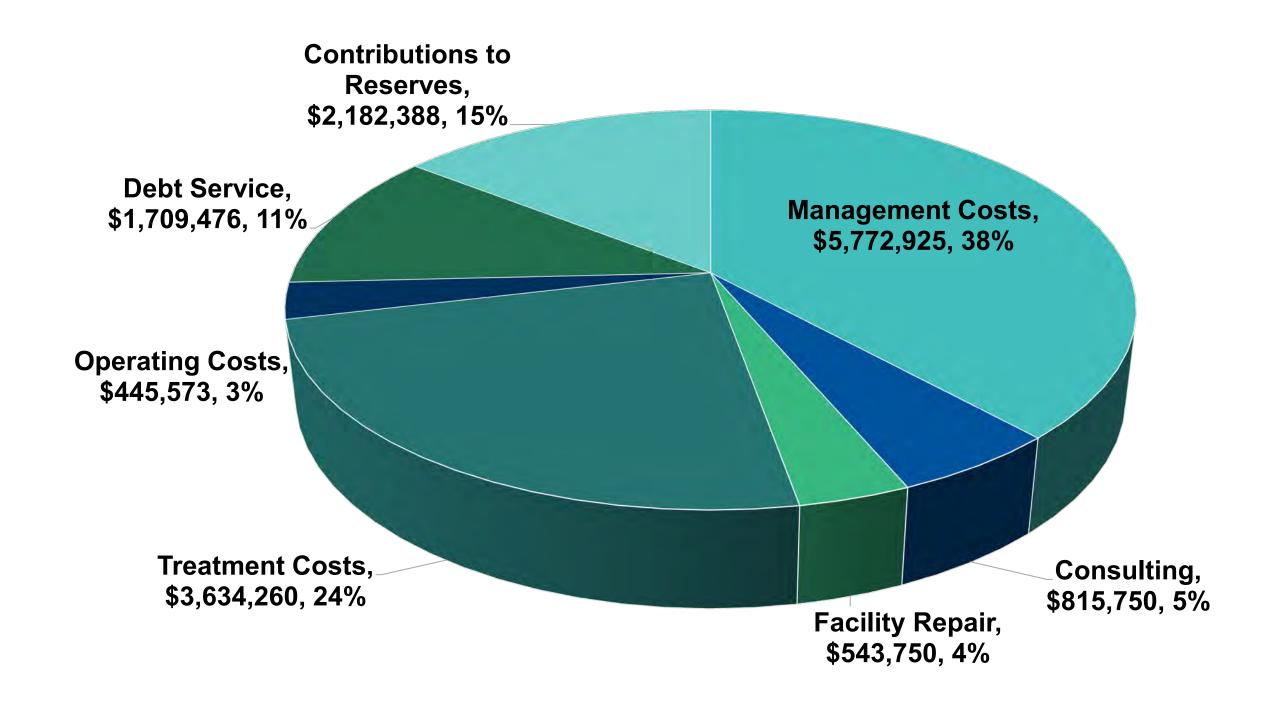
# Consulting

- Hydraulic model support
- Engineering support (design repairs)
- Scale evaluation, solids control, sampling evaluation
- Right of way, surveyor support, as built drawings
- Field support (developer coordination, construction observation)
- Traffic control
- Topographic mapping/field survey
- Evaluation of impacts due to scouring and erosion
- SCADA system work plan
- Offline storage feasibility study
- Green hydrogen feasibility study
- Evaluate brine management technologies
- PFAS monitoring and evaluation

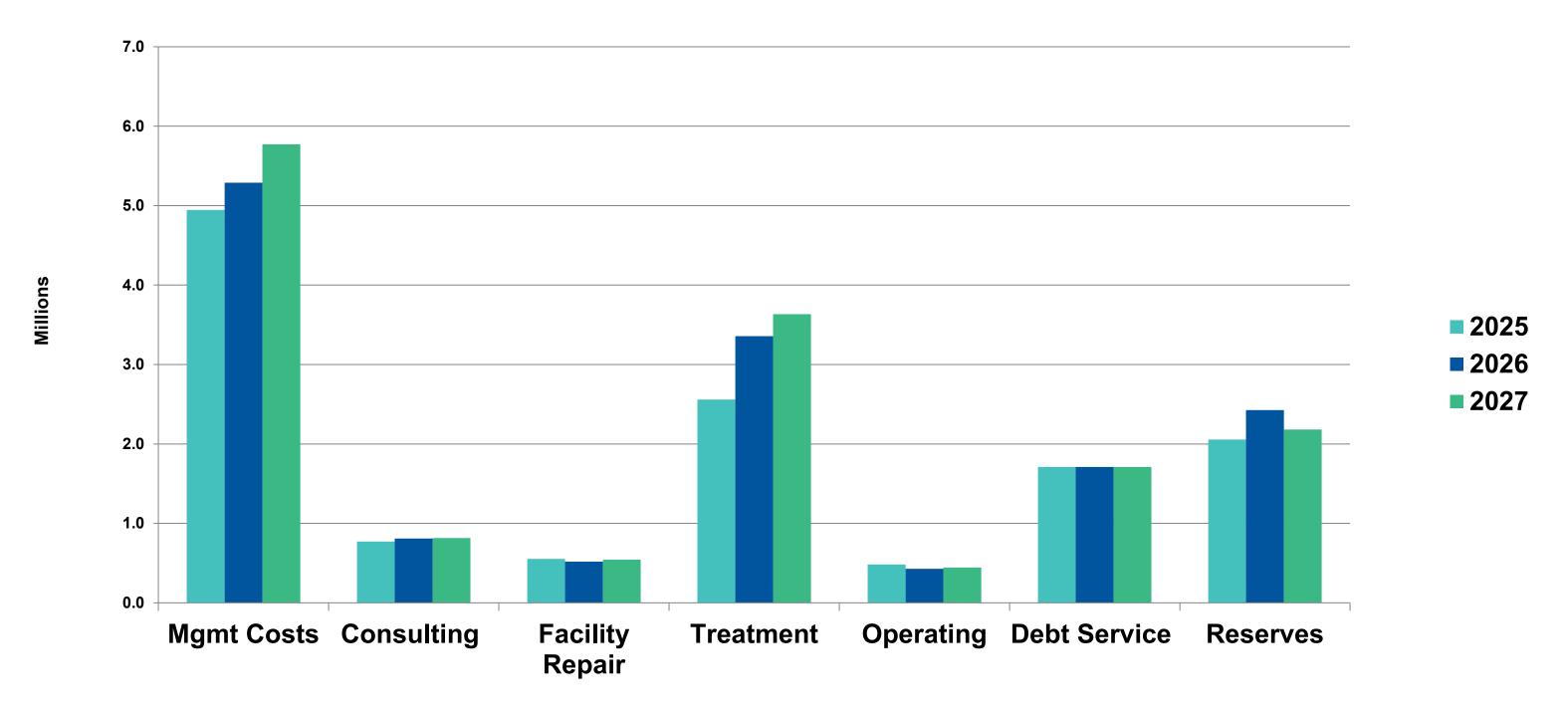
### **Brine Line Expenses - \$14.5 Million**



### **Brine Line Expenses - \$15.1 Million**



# Management Costs

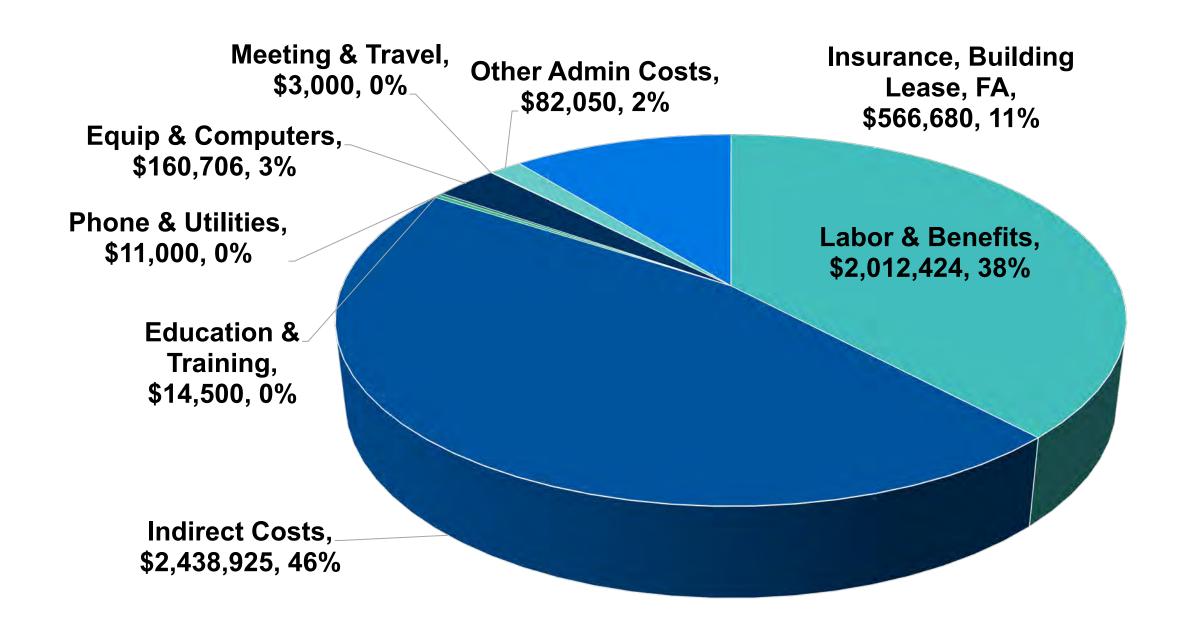


# Management Costs

Expense	FYE 2025	FYE 2026	% Diff	FYE 2027	% Diff
Labor & Benefits	\$1,900,260	\$2,012,424	-5.9%	\$2,192,736	9.0%
Indirect Costs	2,278,716	2,438,925	7.0%	2,741,252	12.4%
Education & Training	15,225	14,500	-4.8%	15,225	5.0%
Phone & Utilities	13,200	11,000	-16.7%	11,550	5.0%
Equip & Computers	204,167	160,706	-21.3%	151,017	-6.0%
Meeting & Travel	7,700	3,000	-61.0%	3,000	0.0%
Other Admin Costs	98,988	82,050	-17.1%	84,925	3.5%
Insurance, Building Lease, FA	426,597	566,680	32.8%	573,220	1.2%
Total	\$4,944,853	\$5,289,285	7.0%	\$5,772,925	9.1%

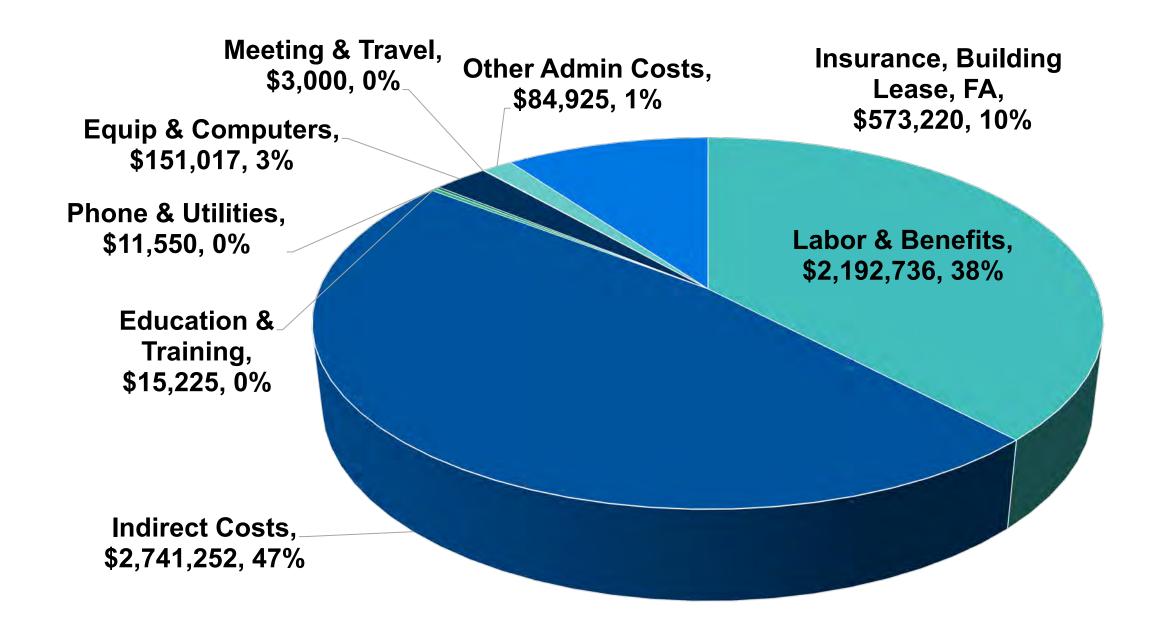
### FYE 2026

### **Management Costs - \$5.3 Million**



### FYE 2027

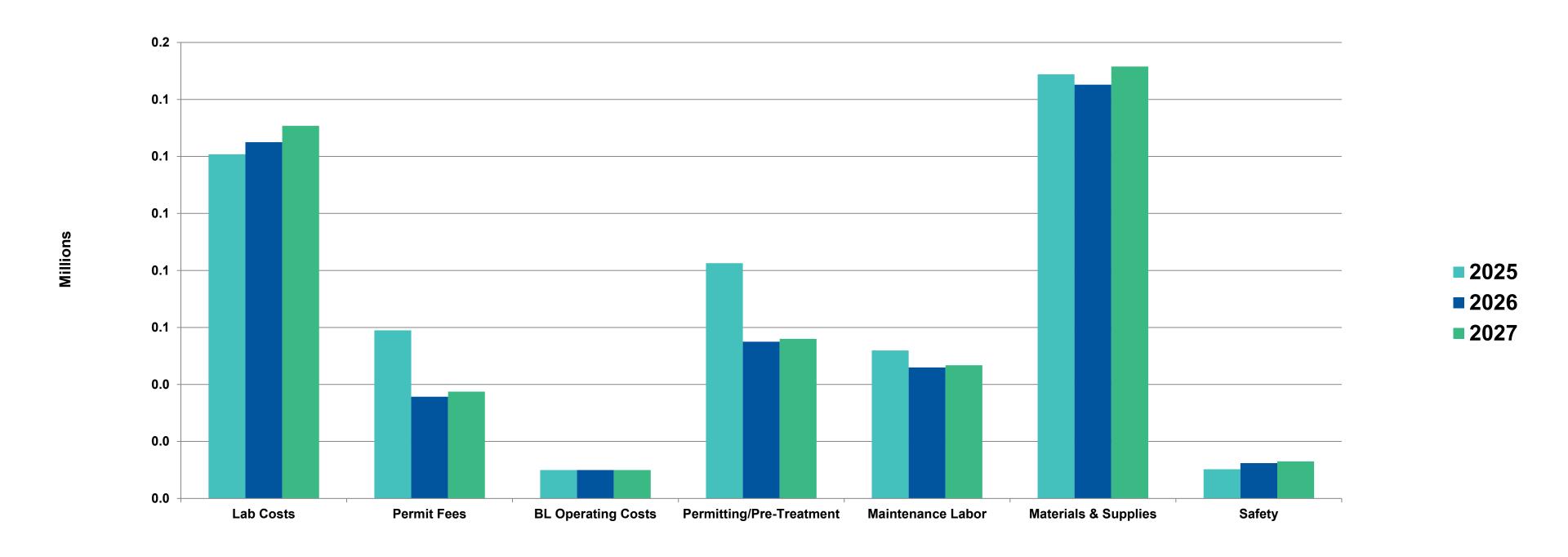
### **Management Costs - \$5.8 Million**



### Fixed Asset Purchases

Asset	FYE 2026	FYE 2027
Brine Line Drone	\$15,000	\$0
Ford F-250 Truck (2 in 2026 \$90k each)	180,000	65,000
500 Gallon Water Trailer	12,000	0
Ford Transit (replace sampling vehicle)	0	80,000
Ford Maverick (replace Ford Escape)	0	40,000
Air Compressor	0	12,000
Total	\$207,000	\$197,000

# **Operating Costs**

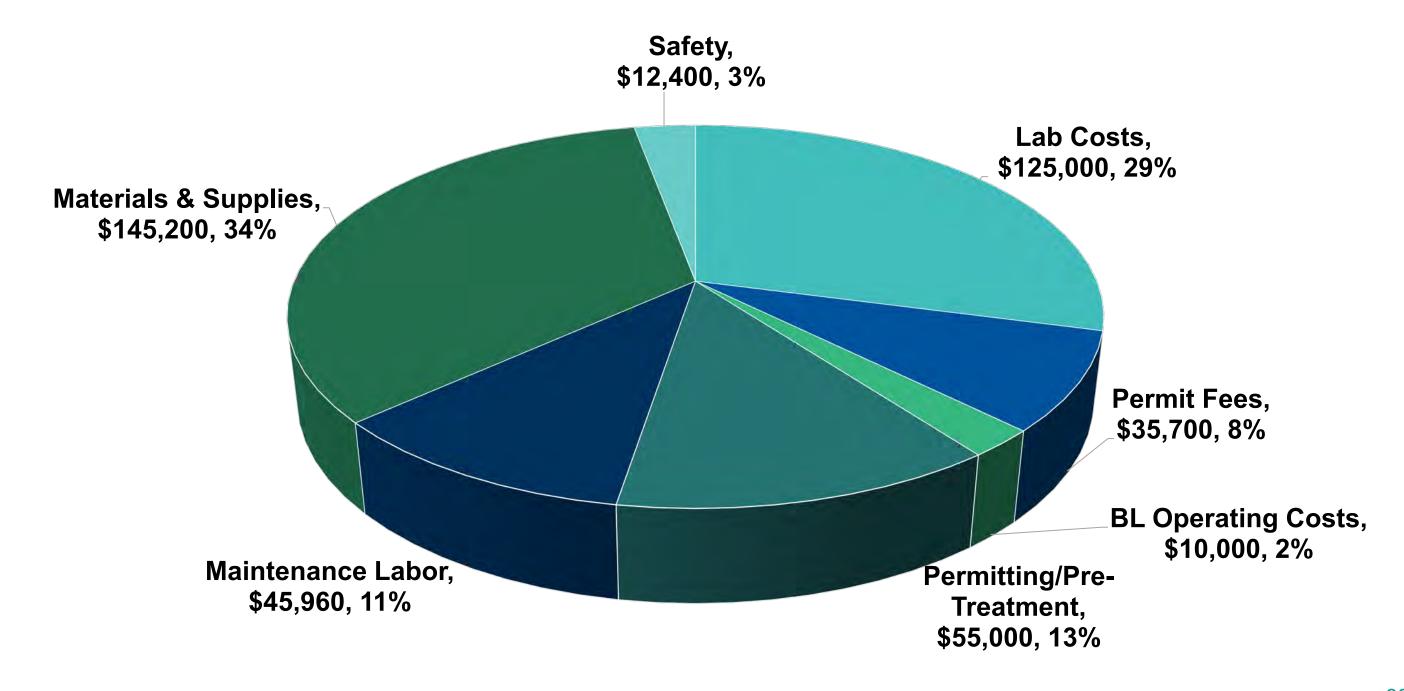


# **Operating Costs**

Expense	FYE 2025	FYE 2026	% Diff	FYE 2027	% Diff
Lab Costs	\$120,750	\$125,000	3.5%	\$130,750	4.6%
Permit Fees	59,000	35,700	-39.5%	37,475	5.0%
BL Operating Costs	10,000	10,000	0.0%	10,000	0.0%
Permitting/Pre-Treatment	82,550	55,000	-33.4%	56,000	1.8%
Maintenance Labor	51,940	45,960	-11.5%	46,758	1.7%
Materials & Supplies	148,810	145,200	-2.4%	151,570	4.4%
Safety	10,268	12,400	20.8%	13,020	5.0%
Total	\$483,318	\$429,260	-11.2%	\$445,573	3.8%

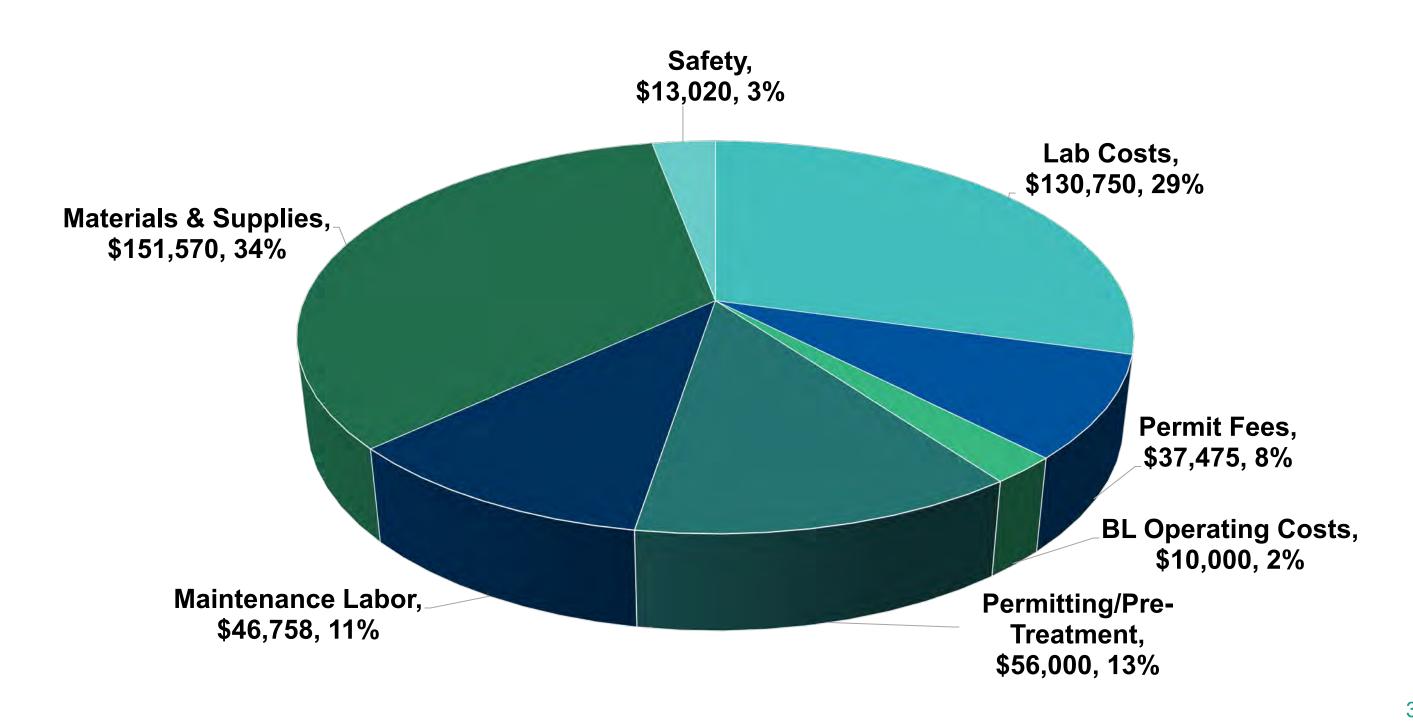
### FYE 2026

### **Operating Costs - \$429,260**



### FYE 2027

### **Operating Costs - \$445,573**



# Debt Service Payments

Debt	FYE 2025	FYE 2026	FYE 2027
Reach IV-A & B Capital Repair	\$1,044,273	\$1,044,273	\$1,044,273
Reach V Capital Repair	665,203	665,203	665,203
Total Debt Service Payments	\$1,709,476	\$1,709,476	\$1,709,476

# Debt Service Funding

Debt	Interest Rate	Final Payment	Funding Source
Reach IV-A & B Capital Repair	2.6%	12/29/2032	Rates
Reach V Capital Repair	1.9%	03/31/2048	Rates

### Reserve Contributions

Reserve	FYE 2025	FYE 2026	FYE 2027
Pipeline Replacement and Capital Investment	\$1,900,000	\$2,000,000	\$2,000,000
OC San Pipeline Rehabilitation	155,772	426,224	182,388
Total Contribution to Reserves	\$2,055,772	\$2,426,224	\$2,182,388

## Reserve Levels

Reserve	12/31/2024 Ending Balance	Minimum	Target	Over or Under Target	Amount Over or (Under) Target
R-01 Brine Line Operating	\$2,312,437	\$2,291,108	\$2,291,108	Over	\$21,329
R-02 Debt Retirement	3,043,856	1,709,476	1,709,476	Over	1,334,380
R-04 Pipeline Capacity Management	12,944,921	3,894,181	9,735,454	Over	3,209,467
R-05 OC San Future Treatment and Disposal Capacity	1,981,909	1,842,396	1,842,396	Over	139,513
R-06 OC San Pipeline Rehabilitation	3,068,481	2,425,147	7,250,000	Under	(4,181,519)
R-07 Pipeline Replacement and Capital Investment	37,229,471	18,884,000	46,364,000	Under	(9,134,529)
	\$60,581,075	\$31,046,308	\$69,192,434		(\$8,611,359)

# Reserve Balances (EOY)

#	Reserve	FYE 2026	FYE 2027
R-02	Debt Retirement	\$3,043,856	\$3,043,856
R-04	Pipeline Capacity Management	12,944,921	12,944,921
R-01	Brine Line Operating	2,312,437	2,312,437
R-07	Pipeline Replacement and Capital Investment	36,400,187	35,071,546
R-06	OC San Pipeline Rehabilitation	3,494,705	3,677,093
R-05	OC San Future Treatment and Disposal Capacity	6,467,806	6,467,806
	Total Reserves	\$64,663,912	\$63,517,659

# Proposed Brine Line Rates

Component	FYE 2025	FYE 2026	% Change	FYE 2027	% Change
Flow (per MG)	\$1,097	\$1,119	2%	\$1,141	2%
BOD (per 1,000 lbs.)*	396	416	5%	437	5%
TSS (per 1,000 lbs.)*	497	522	5%	548	5%
Fixed Pipeline**	6,654	6,787	2%	6,923	2%
Fixed Treatment**	13,505	13,775	2%	14,051	2%

<sup>\*</sup> Set by OC San annually

<sup>\*\*</sup>Fixed rates have not increased since 2021

# Capital Projects



**Fund 320 - Brine Line Protection** 



Fund 327 - Reach IV-D Corrosion Repair

# Capital Projects

### • FYE 2026

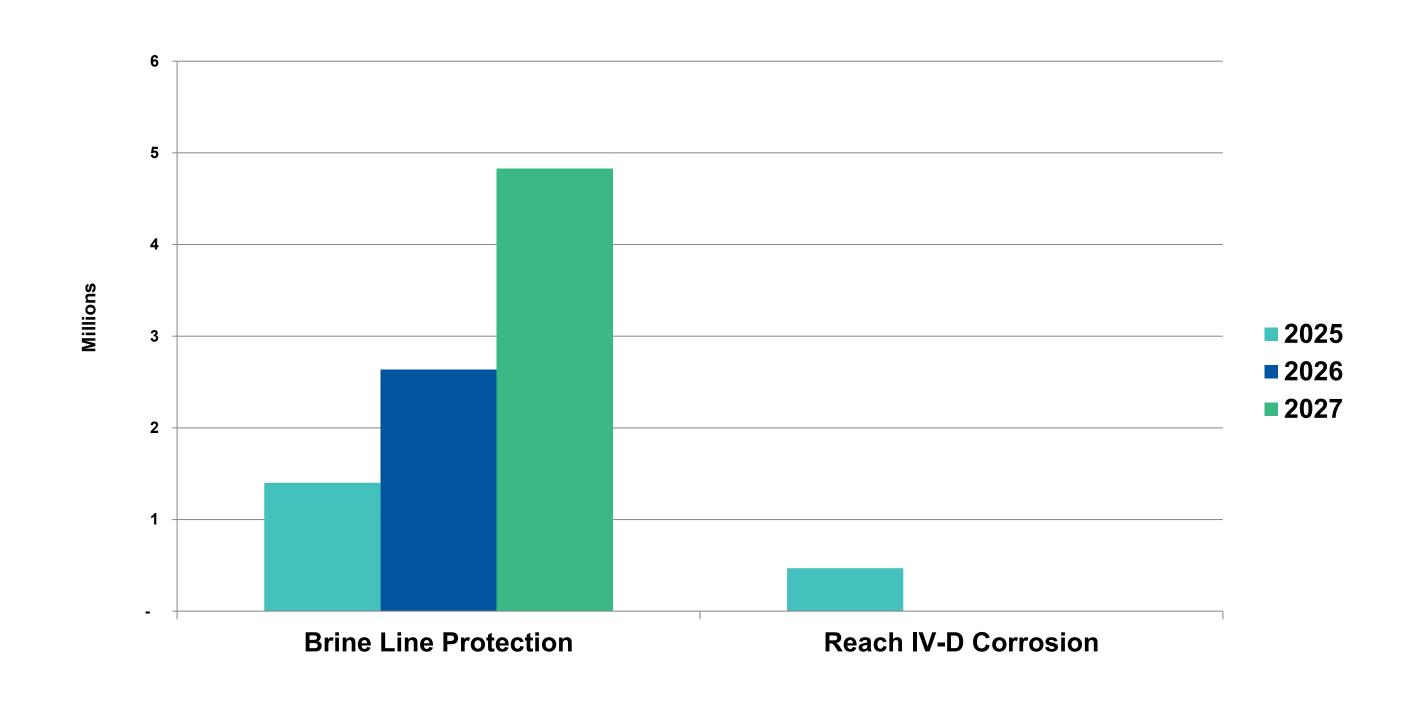
- Capital repairs of pipeline (as needed)
- ✓ Reach IV-A Upper Pine Avenue Siphon/relocation
- ✓ Alcoa Dike Protection/Relocation
- ✓ MAS Modifications Prado Reservoir
- ✓ Reach IV-B Additional MAS Structures (DIP pipeline)
- ✓ Reach V Relocate Air Vacs (Temescal Canyon Road widening)
- ✓ SCADA system

# Capital Projects

### FYE 2027

- Capital repairs of pipeline (as needed)
- ✓ SCADA system
- ✓ Reach IV-E Add Siphon Mainline Valve
- ✓ Reach IV-E Condition Assessment
- ✓ Reach IV-B Condition Assessment
- ✓ Reach IV-D Relocation (Euclid Bridge Project)

# Capital Improvement Projects



# Capital Project Funding – Use of Pipeline Replacement and Capital Investment Reserves (R-07)

Project	FYE 2025	FYE 2026	FYE 2027
Brine Line Protection	\$1,400,590	\$2,632,558	\$4,828,641
Reach IV-D Corrosion Repairs	469,423	0	0
Total	\$1,870,013	\$2,632,558	\$4,828,641

### **Brine Line Statistics**

Project	FYE 2025	FYE 2026	FYE 2027
Staff Hours for Operations & Capital	20,033	19,080	19,315
Full Time Equivalents (FTE)	9.6	9.2	9.3
% of Indirect Costs paid	62.87%	59.73%	61.99%
Total of Indirect Costs paid	\$2,367,344	\$2,496,487	\$2,811,334

# Questions?

Karen Williams
Santa Ana Watershed Project Authority
Office (951) 354-4231 | Cell (951) 707-5683
kwilliams@sawpa.gov
sawpa.gov





### SAWPA Brine Line Enterprise Budget FYE 2026

		Brine Line Operating		Brine Line Debt		
0 15 1		<u>Fund 240</u>		<u>Service</u>		Total
Source of Funds:	Φ.	40,000,405	Φ		Φ.	40 000 405
Discharge Fees	\$	13,038,465	\$	-	\$	13,038,465
Grant Proceeds	\$	-	\$	-	\$	-
Member Agency Contributions	\$	-	\$	-	\$	-
Other Agency Contributions	\$ \$	-	\$	-	\$	-
Other Income		4 500 000	\$	-	\$	4 500 000
Interest & Investments	\$	1,500,000	\$	=	\$	1,500,000
Total Source of Funds	\$	14,538,465	\$	-	\$	14,538,465
Staffing:						
Hours Allocated		18,830		-		18,830
FTE (based on 2080)		9.1		-		9.1
Use of Funds:						
Labor	\$	1,434,775	\$	-	\$	1,434,775
Benefits	\$	577,649	\$	-	\$	577,649
Indirect Costs	\$	2,438,925	\$	-	\$	2,438,925
Education & Training	\$	14,500	\$	-	\$	14,500
Consulting & Professional Services	\$	810,000	\$	-	\$	810,000
Operating Costs	\$	3,785,480	\$	-	\$	3,785,480
Repair & Maintenance	\$	518,000	\$	_	\$	518,000
Phone & Utilities	\$	11,000	\$	_	\$	11,000
Equipment & Computers	\$	160,706	\$	_	\$	160,706
Meeting & Travel	\$	3,000	\$	_	\$	3,000
Other Administrative Costs	\$	82,050	\$	_	\$	82,050
Other Expense	\$	566,680	\$	_	\$	566,680
Construction	\$	_	\$	_	\$	_
Debt Service Payments	\$	-	\$	1,709,476	\$	1,709,476
Total Use of Funds	\$	10,402,765	\$	1,709,476	\$	12,112,241
Contribution To Reserves:						
Pipeline Replacement & Capital Investment	\$	2,000,000	\$		\$	2,000,000
OC San Pipeline Rehabilitation	φ \$	426,224	φ \$	-	\$	426,224
•						
Total Contributions to Reserves	\$	2,426,224	\$	-	\$	2,426,224
Total Use of Funds	\$	12,828,989	\$	1,709,476	\$	14,538,465
Net Gain (loss)	\$	1,709,476	\$	(1,709,476)	\$	(0)
Indirect Costs Contribution		58.35%		0.00%		58.35%

### SAWPA Brine Line Enterprise Budget FYE 2027

		Brine Line Operating Fund 240		Brine Line Debt <u>Service</u>		Total
Source of Funds:		T UNG Z-TO		<u>OCI VICC</u>		Total
Discharge Fees	\$	13,604,122	\$	_	\$	13,604,122
Grant Proceeds	\$	-	\$	_	\$	-
Member Agency Contributions	\$	_	\$	_	\$	_
Other Agency Contributions	\$	_	\$	_	\$	_
Other Income	\$	_	\$	_	\$	_
Interest & Investments	\$	1,500,000	\$	-	\$	1,500,000
Total Source of Funds	\$	15,104,122	\$		\$	15,104,122
Staffing:					-	
Hours Allocated		19,045		-		19,045
FTE (based on 2080)		9.2		-		9.2
Use of Funds:						
Labor	\$	1,559,822	\$	_	\$	1,559,822
Benefits	\$	632,914	\$	_	\$	632,914
Indirect Costs	\$	2,741,252	\$	-	\$	2,741,252
Education & Training	\$	15,225	\$	-	\$	15,225
Consulting & Professional Services	\$	815,750	\$	-	\$	815,750
Operating Costs	\$	4,079,833	\$	_	\$	4,079,833
Repair & Maintenance	\$	543,750	\$	_	\$	543,750
Phone & Utilities	\$	11,550	\$	_	\$	11,550
Equipment & Computers	\$	151,017	\$	_	\$	151,017
Meeting & Travel	\$	3,000	\$	_	\$	3,000
Other Administrative Costs	\$	84,925	\$	_	\$	84,925
Other Expenses	\$	573,220	\$	_	\$	573,220
Construction	\$	-	\$	_	\$	-
Debt Service Payments	\$	-	\$	1,709,476	\$	1,709,476
Total Use of Funds	\$	11,212,258	\$	1,709,476	\$	12,921,734
Contribution To Reserves:						
Pipeline Replacement & Capital Investment	\$	2,000,000	\$	_	\$	2,000,000
OC San Pipeline Rehabilitation	\$	182,388	\$	_	\$	182,388
Total Contributions to Reserves	\$	2,182,388	\$	-	\$	2,182,388
Total Use of Funds	\$	13,394,646	\$	1,709,476	\$	15,104,122
	·		r	. ,		-, -, -,
Net Gain (loss)	\$	1,709,476	\$	(1,709,476)	\$	0
Indirect Costs Contribution		60.44%		0.00%		60.44%

### SAWPA Brine Line Capital Budget FYE 2027

	Brine Line Protection <u>Fund 320</u>		Reach IV-D Corrosion Repair <u>Fund 327</u>		Total
Source of Funds:					
Grant Proceeds	\$	-	\$	-	\$ -
Member Agency Contributions	\$	-	\$	-	\$ -
Other Agency Contributions	\$	-	\$	-	\$ -
Other Income	\$	4,828,641	\$	-	\$ 4,828,641
Interest & Investments	\$		\$	-	\$ 
Total Source of Funds	\$	4,828,641	\$	-	\$ 4,828,641
Staffing:					
Hours Allocated		270		-	270
FTE (based on 2080)		0.1		-	0.1
Use of Funds:					
Labor	\$	39,878	\$	-	\$ 39,878
Benefits	\$	16,181	\$	-	\$ 16,181
Indirect Costs	\$	70,082	\$	-	\$ 70,082
Education & Training	\$	-	\$	-	\$ -
Consulting & Professional Services	\$	1,105,000	\$	-	\$ 1,105,000
Operating Costs	\$	-	\$	-	\$ -
Equipment & Computers	\$	-	\$	-	\$ -
Meeting & Travel	\$	-	\$	-	\$ -
Other Administrative Costs	\$	2,500	\$	-	\$ 2,500
Other Expenses	\$	-	\$	-	\$ -
Construction	\$	3,595,000	\$		\$ 3,595,000
Total Use of Funds	\$	4,828,641	\$	-	\$ 4,828,641
Net Gain (loss)	\$	-	\$	-	\$ -
Indirect Costs Contribution		1.55%		0.00%	1.55%

### SAWPA Brine Line Capital Budget FYE 2026

	F	Brine Line Protection Fund 320	Corre	each IV-D osion Repair und 327	Total
Source of Funds:					
Grant Proceeds	\$	-	\$	-	\$ -
Member Agency Contributions	\$	-	\$	-	\$ -
Other Agency Contributions	\$	-	\$	-	\$ -
Other Income	\$	2,632,558	\$	-	\$ 2,632,558
Interest & Investments	\$	-	\$	-	\$ -
Total Source of Funds	\$	2,632,558	\$	_	\$ 2,632,558
Staffing:					
Hours Allocated		250		-	250
FTE (based on 2080)		0.1		-	0.1
Use of Funds:					
Labor	\$	33,863	\$	-	\$ 33,863
Benefits	\$	13,633	\$	-	\$ 13,633
Indirect Costs	\$	57,562	\$	-	\$ 57,562
Education & Training	\$	-	\$	-	\$ -
Consulting & Professional Services	\$	275,000	\$	-	\$ 275,000
Operating Costs	\$	-	\$	-	\$ -
Equipment & Computers	\$	-	\$	-	\$ -
Meeting & Travel	\$	-	\$	-	\$ -
Other Administrative Costs	\$	2,500	\$	-	\$ 2,500
Other Expenses	\$	-	\$	-	\$ -
Construction	\$	2,250,000	\$	-	\$ 2,250,000
Total Use of Funds	\$	2,632,558	\$	-	\$ 2,632,558
Net Gain (loss)	\$	-	\$	-	\$ -
Indirect Costs Contribution		1.38%		0.00%	1.38%

#### PA 24 COMMITTEE MEMORANDUM NO. 2025.7

**DATE:** March 4, 2025

**TO:** Project Agreement 24 Committee

(Inland Empire Brine Line)

**SUBJECT:** Request for Proposals for Debris Hauling and Disposal Services

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

#### **RECOMMENDATION**

That the Project Agreement 24 Committee direct the General Manager to issue a Request for Proposals (RFP) for Debris Hauling and Disposal services.

#### **DISCUSSION**

SAWPA relies on several outside service providers to perform critical maintenance activities on the Brine Line. One such service is Debris Hauling and Disposal which facilitates the removal of dewatering bins and hauling to a disposal site. The duration of the contract shall be for a period of 2 years (July 1, 2025 through June 30, 2027) with an option to renew for one additional year (through June 30, 2026).

A schedule for issuing the Debris Hauling RFP and approval of a contract, including an annual cost estimate is presented below.

Service Contract	PA24 approval	Proposals Due	Cost estimate (2 years)
Debris hauling and disposal	3/4/2025	4/10/2025	\$ 70,000.00

<sup>\*</sup>Estimated cost for FY's 26-27.

#### **RESOURCE IMPACTS**

Funds for the Brine Line Service Contracts are included in FY 2026 and FY 2027 Fund 240 (Brine Line Enterprise).

#### Attachments:

- 1. Requests for Proposals for Debris Hauling
- 2. PowerPoint Presentation

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

The Santa Ana Watershed Project Authority (SAWPA) shall receive proposals until **April 10**, **2025**, **at 2:00 p.m.** Proposals must be submitted and uploaded onto PlanetBids <a href="https://pbsystem.planetbids.com/portal/52676/portal-homeas">https://pbsystem.planetbids.com/portal/52676/portal-homeas</a> a complete electronic PDF version by the date and time herein above set forth. SAWPA will not accept hand-delivered proposals.

### REQUEST FOR PROPOSALS BRINE LINE ON-CALL DEBRIS HAULING SERVICES

No site visit or preproposal meetings are planned.

Further information may be obtained by calling Daniel Vasquez at (951) 941-7611 or e-mailing dvasquez@sawpa.org for other arrangements.

#### **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 the above telephone number.

- 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

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, GSA with Task Order 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. All .pdf proposals must be well organized, and each file submitted must reference the section below, as well as the Service Provider's name. 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)
  - 3. Non-Collusion Affidavit (Attachment B)
  - 4. Acknowledgement of Insurance Requirements (Attachment C)
  - 5. Acknowledgement of all Addendum Confirmation Forms, if applicable
  - 6. Cost Proposal Form (Attachment A)
- **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 interlineations in the proposal must be explained and initialed 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. SAWPA will not accept hand-delivered proposals. Proposals must be submitted and uploaded onto PlanetBids <a href="https://pbsystem.planetbids.com/portal/52676/portal-homeas">https://pbsystem.planetbids.com/portal/52676/portal-homeas</a> a complete electronic PDF version by the date and time herein above set forth.
- **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 through PlanetBids <a href="https://pbsystem.planetbids.com/portal/52676/portal-homeas">https://pbsystem.planetbids.com/portal/52676/portal-homeas</a> and/or in writing Daniel Vasquez via e-mail <a href="https://dvsquez@sawpa.org">dvasquez@sawpa.org</a>. Questions, clarifications or comments must be received no later than 12:00 p.m. on May 8, 2023. 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 (Contract) will be valid from July 1, 2025 through June 30, 2027, and will include an option for a one-year extension (through June 30, 2028).
- **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.** Contract Duration. Contract duration should be 2 years (July 2023 through June 2025) with an option for an additional year (through June 2026).

- **G. Governing Law.** The Contract with the Awarded Service Provider shall be governed by the laws of the State of California.
- **H.** 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.
- **I.** 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.
- J. 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 or SAWPA and termination of the Contract.
- K. 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.
- L. Damage to SAWPA or Third Party Property. Any SAWPA property damaged by the Awarded Service Provider, or its employees, agents or subcontractor, shall be repaired or replaced by the Awarded Service Provider at no cost to SAWPA.

Immediate notification to OWNER is required after any damage to SAWPA or a third party property during line cleaning operations. Contractor shall be responsible for any damage to SAWPA property.

Immediate notification to OWNER is required after any line cleaning equipment becomes stuck inside the pipeline.

M. 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. It is agreed that all provisions of law applicable to public

contracts may be applicable to this contract. If required by law, Awarded Service Provider shall not pay less than the prevailing wage and shall provide proof to OWNER upon request.

- N. South Coast Air Quality Management District's (SCAQMD) Requirements. It is the Awarded Service Provider's responsibility that all equipment furnished and installed be 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.
- **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 thereunder or related thereto.

The Service Provider shall provide SAWPA with Material Safety Data Sheets (MSDS) for all applicable materials before the material is brought to the project site.

- 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 relating to the 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 the 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: training and relevant certifications, experience in performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; 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. 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.
- c. Describe the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project.

- d. Identify subcontractors by company name, address, contact person, telephone number and project function. Describe Offeror's experience working with each subcontractor.
- e. 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.
- f. Describe equipment and tools to be used including safety and traffic control.
- g. Provide compliance information regarding SB 198 CAL-OSHA.
- h. Provide Title 8, Section 5157 and employee training logs.

#### 2. Proposed Staffing and Project Organization

This section of the proposal should establish the method that will be used by the Offerors to manage the project as well as identify key personnel assigned. Offerors shall:

- a. Provide education, experience, and applicable professional credentials of project staff.
- b. Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel.
- c. Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- d. Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work.
- e. Include a project organization chart that clearly delineates communication/reporting relationships among the project staff.
- f. 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. Outline sequentially the activities that would be undertaken in completing the tasks and specify who would perform them.
- c. 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; strength and stability of the Offeror; strength, stability, experience and technical competence of Offeror's subcontractors, if any; assessment by Offeror's

references; knowledge of the various permits that may or may not be required; knowledge of applicable laws and regulations.

#### 2. Staffing and Project Organization

Qualifications of Offeror's staff, particularly key personnel and especially the Offeror's Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Offeror" section; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

#### 3. Work Plan

Depth of Offeror's understanding of SAWPA's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks; ability to meet the project deadline; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.

#### 4. 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.

#### 5. 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; and 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

#### BRINE LINE ON-CALL DEBRIS HAULING SERVICES

Due Date and Time for Proposal Submittal: April 10, 2025 at 2:00 p.m. Any omissions, additions, substitutions, conditions or alternates in Offeror's proposal will be considered irregularities and may be cause for rejection of the Offeror's proposal, no matter how insignificant or immaterial such irregularity may be. Proposals must be completed in ink, indelible pencil or by typewriter. Erasures or "strike-outs" must be initialed by the Service Provider.

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

DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
3. Debris Hauling		•	•	
a. Price to provide one <b>dewatering bin</b> ,	1	Each		
ramp, and spill protection cover at Colton				
Wastewater Treatment Plant in Colton, CA,				
including set-up. Size:cubic yards				
(Minimum Size 15 cubic yards)				
b. Price to provide additional <b>dewatering</b>	1	Each		
bins, ramp, and spill protection cover at				
Colton Wastewater Treatment Plant in				
Colton, CA, including set-up as requested				
by OWNER				
c. Price to remove roll-off <b>dewatering bin</b>	2	Each		
to a disposal site from Colton Wastewater				
Treatment Plant in Colton, CA				
d. Price to provide one roll-off standard	1	Each		
bin, ramp, and spill protection cover,				
including plastic liner(s) at Colton				
Wastewater Treatment Plant in Colton, CA,				
including set-up. Size:cubic yards				
(Minimum Size 15 cubic yards)				
e. Price to provide additional roll-off	17	Each		
standard bins, ramp, and spill protection				
cover, including plastic liner(s) at Colton				
Wastewater Treatment Plant in Colton, CA,				
including set-up as requested by OWNER.				
f. Price to remove roll-off standard bin to a	18	Each		
disposal site from Colton Wastewater				
Treatment Plant in Colton, CA, including				
solids thickening to allow for proper				
disposal at a local landfill.		<u> </u>		

g. Price to provide one dewatering bin,	1	Each	
ramp, and spill protection cover at IEUA			
RP-2 in Chino, CA. Size:cubic yards			
(Minimum Size 15 cubic yards)			
h. Price to provide additional dewatering	7	Each	
bins, ramp, and spill protection cover at			
IEUA RP-2 in Chino, CA, including set-up			
as requested by OWNER			
i. Price to remove <b>dewatering bin</b> to a	8	Each	
disposal site from IEUA RP-2 in Chino,			
CA			
j. Price to provide one <b>dewatering bin</b> ,	1	Each	
ramp, and spill protection cover at Reach			
4B Temescal Channel Access Road in			
Corona, CA			
Size:cubic yards			
(Minimum Size 15 cubic yards)			
k. Price to provide additional dewatering	2	Each	
bins, ramp, and spill protection cover at			
Reach 4B Temescal Channel Access Road			
in Corona, CA, including set-up as			
requested by OWNER			
1. Price to remove dewatering bin to a	3	Each	
disposal site from Reach 4B Temescal			
Channel Access Road in Corona, CA.			
Price to extend holding time of any bin	24	Each	
delivered for 1 Month			
Total for Debris Hauling			
GRAND TOTAL			
1. Debris Hauling			
TOTAL (In Words):			
GRAND TOTAL (In Words):			
GRAND TOTAL (III Words).			
The enclosed proposal includes the following	ng reani	red submittals.	
Proposition in the total in the total	8 <u>- 1 4 4 11</u>		
(1) Cost Proposal Form (Attachment A)			
(2) Non-Collusion Affidavit (Attachmen	t B)		
(3) Acknowledgement of Insurance Requ	,	(Attachment C	
(4) Copies of <u>All</u> Addendum Confirmati			•
· - <del>-</del>	ŕ		
A. C.D.	<u> </u>		<del></del>
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 B

NON-COLLUSION AFFIDAVIT
(To be executed by Proposer and submitted with Proposal)

STATE OF	}	
COUNTY OF	}	SS.
		, being first duly sworn, deposes and
says that he or she is the foregoing Proposal that the Proposal undisclosed person, partnership, company Proposal is genuine and not collusive or sinduced or solicited any other Proposer to prindirectly induced or solicited any other Proposer to prindirectly induced or solicited any other Proposer to prindirectly or indirectly colluded, conspired, to put in a sham Proposal, or that anyone sany manner, directly or indirectly, sough anyone to fix the Proposal price of the Proposal price of the Proposal price advantage against the public body awardi contract; that all statements contained in the not, directly or indirectly, submitted his or contents thereof, or divulged information of fee to any corporation, partnership, compatto any member or agent thereof to effectual	y, associationsham; that put in a false roposer to perform to by agrees oposer or a ce, or of the Proposal or her Proposal any associal	on, organization, or corporation; that the the Proposer has not directly or indirectly are or sham Proposal, and has not directly or out in a false or sham Proposal, and has not or agreed with any Proposer or anyone else from bidding; that the Proposer has not in ment, communication, or conference with my other Proposer, or to fix any overhead, nat of any other Proposer, or to secure any tract of anyone interested in the proposed are true; and, further, that the Proposer has sal price or any breakdown thereof, or the tive thereto, or paid, and will not pay, any tion, organization, Proposal depository, or
	Name of	Contractor
	Proposer	(Affiant)
Subscribed and sworn to before me this	day of _	,2023.
My commission expires:		
		Notary Public

## 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	a) certify that these insurance requirements have been	_
read and understood and that _able to provide the coverage, as	(Name of Insurance Provider) specified.	is
_	Signature of President, Manager, Owner	
_	 Date	



## ATTACHMENT D 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	a Watershed Project
Authority ("SAWPA") located at	11615 Sterling Av	e., 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 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, 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.
- 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 quards, 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:
  - 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.
- 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.
- 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

accordance with its rules and procedures. However, Contractor shall continue to perform as required by the Agreement during any dispute between SAWPA and Contractor.

- 10.07 During the performance of the Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, gender, gender identity, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), pregnancy, veterans status, age (over 40), marital status and denial of family care leave. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12290 et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seg.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- **10.8** Contractor's employees, agents and subcontractors shall adhere to, and comply with, the California Drug Free Workplace Act at Government Code, Sections 8350 through 8357.
- **10.9** This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

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

SANTA ANA WATERSHED PROJECT AUTHORITY

Jeffrey J. Mosher, General Manager	Date	
(CONTRACTOR NAME)		
(Signature)	 Date	 

#### ATTACHMENT E SCOPE OF SERVICES BRINE LINE ON-CALL DEBRIS HAULING SERVICES

#### **PART 1: GENERAL**

#### 1.01 DEFINITIONS

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

#### 1.02 APPENDICES / FIGURES

a. None

#### 1.03 SCOPE OF WORK

#### A. GENERAL

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

The duration of this contract shall be through June 30, 2025, with an option for a one-year extension (through June 30, 2026).

#### **B. BIN DELIVERY AND DEBRIS HAULING**

- a. CONTRACTORS shall provide roll-off dewatering bins and fabric liners with appropriate fitting and piping to dewater back to a designated Brine Line Maintenance Access Structure as requested by OWNER. Each bin shall have a minimum size of 15 cubic yards.
- b. The bins shall be delivered to an OWNER identified site (Colton Wastewater Treatment Plant or Inland Empire Utilities Agency RP-2 Facility) and shall be removed for disposal to a legal disposal site upon OWNER authorization.

- c. In addition, the CONTRACTOR shall provide the necessary ramp to allow for solids disposal from the cleaning equipment. Under no circumstances shall the ramp be left in an area where it interferes with established vehicle routes.
- d. The CONTRACTOR shall also prevent any spills during bin hauling or transport. A tarp or other protective cover shall be placed under the bin to contain any potential spills during loading to a roll-off bin truck. The CONTRACTOR shall be responsible for any clean-up costs associated with a spill during full bin removal if a protective cover is not used.
- e. The CONTRACTOR shall provide specifications for the bins proposed as part of this task. Similarly, the CONTRACTOR shall provide photographs of the ramp proposed as part of this task.

#### C. MATERIAL DISPOSAL

- a. All debris resulting from the cleaning operations shall be removed from the work site and disposed of at a legal disposal site. OWNER will reimburse CONTRACTOR for exact tipping fees charged.
- b. All debris removed shall be deposited into suitable water-tight dewatering roll-off bins or standard roll-off bins lined with a plastic liner to prevent any spills during staging and/or transport. Exact type of dewatering bin used shall be indicated by OWNER. For dewatering bins, liquid shall be allowed to drain back to a designated Brine Line Maintenance Access Structure. OWNER will provide preparation of Brine Line Maintenance Access Structure for draining. CONTRACTOR shall not modify any Brine Line Maintenance Access Structure for draining. OWNER will provide at least one (1) designated areas for staging dewatering roll-off bins and dewatering back to the Brine Line. CONTRACTOR shall not contact the City of Colton to obtain access to the designated area for staging roll-off bins prior to AWARD. OWNER will provide a date and time for a site visit at the location identified below prior to submittal of proposals. CONTRACTOR shall, at a minimum, wear hard hat, safety vest, and safety glasses at all times.
  - 1. City of Colton Wastewater Treatment Plant, 1201 S. Rancho Avenue, Colton, California.
  - 2. Inland Empire Utilities Agency Regional Plant No. 2 (RP-2), 16400 El Prado Road, Chino, California.
  - 3. Adjacent (along Temescal Channel Access Road) to the City of Corona Water Reclamation Facility No. 2, 650 E. Harrison Avenue, Corona, California.

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

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

- f. CONTRACTOR shall obtain approval from OWNER representative prior to removing bins.
- g. Any sampling/profiling required by the disposal site, will be reimbursed by OWNER.

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

#### 1.04 SUBMITTALS

The CONTRACTOR shall submit the following to the OWNER:

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

#### 1.05 PROJECT DESCRIPTION, REQUIREMENTS, AND CONDITIONS

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

#### 1.06 MEASUREMENT AND PAYMENT

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

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# Brine Line Service Contracts RFP

PA 24 Committee
Item No. 6.B
Daniel Vasquez
Manager of Operations
March 4, 2025

# Recommendation

That the PA 24 Committee direct the General Manager to issue a Request for Proposals (RFP) for the Inland Empire Brine Line Debris Hauling and Disposal services.

# **Brine Line Service Contracts**

- On-Call CCTV- Provides CCTV operators to perform in-pipe inspections and identify defects and pipeline condition.
- On-Call Surveying Services Surveying services as required.
- Meter Calibration Services Required calibration maintenance on SAWPA owned meters.
- On Call Line Cleaning- Brine Line cleaning to remove identified debris. Performed according to SSMP.
- On-Call Line Draining and Emergency Services- Tanker trucks for line draining during planned maintenance and emergencies, as well as material support during spills.

Service Contract name	Current Provider	Contract Expiration Date	2-Year Budget	Status
On-Call CCTV	Innerline	6/30/2026	\$102,530	Active Contract
On-Call Surveying Services	GIS Surveyors	6/30/2025	\$22,402	Pursuing 1 year Extension
Meter Calibration Services	PE Instruments	6/30/2026	\$19,950	Active Contract
On Call Line Cleaning	Innerline	6/30/2026	\$316,700	Active Contract
On-Call Line Draining and Emergency Services	Patriot Environmental	6/30/2025	\$121,760	Pursuing 1 year Extension

# Brine Line Debris Hauling Services

- Debris Hauling for the Brine Line includes the delivery and pickup of dewatering bins that are used in service of line cleaning operations. The bins are used to dewater the debris and are then delivered to the local landfill for disposal.
- Availability of bins is vital for regularly scheduled maintenance.

# Dewatering Bins for Brine Line Cleaning





# **Schedule and Cost**

Service	PA24	Proposals	Cost Estimate
Contract	Approval	Due	(2 years)
Debris hauling and disposal	3/4/2025	4/10/2025	\$ 70,000

<sup>\*</sup>Two (2) year contract to include option for 1 year extension at end of term.

# Recommendation

That the PA 24 Committee direct the General Manager to issue a Request for Proposals (RFP) for the Inland Empire Brine Line Debris Hauling and Disposal services.

# Questions?

Daniel Vasquez
Santa Ana Watershed Project Authority
Office (951) 354-4220 | Cell (951) 555-1234
emailaddress@sawpa.org
sawpa.gov





#### PA 24 COMMITTEE MEMORANDUM NO. 2025.8

**DATE:** March 4, 2025

**TO:** Project Agreement 24 Committee

(Inland Empire Brine Line)

**SUBJECT:** Request for Proposals for the Inland Empire Brine Line SCADA

Specification Design and Work Plan

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

#### RECOMMENDATION

That the Project Agreement 24 Committee direct the General Manager to issue a Request for Proposals (RFP) for the Inland Empire Brine Line SCADA Specification Design and Work Plan.

#### **DISCUSSION**

SAWPA Staff completed the Master Plan in December 2024. The development of a SCADA system was identified in several future projects in the Capital Improvement Program (CIP) for the enhanced monitoring of the Brine Line. Collection of real-time flow and quality data increases SAWPA's ability to monitor, operate and provide appropriate enforcement actions for the longevity of the Brine Line.

A comprehensive SCADA System for the Brine Line would include remote data collection and transmittal devices installed at each discharger location and in five (5) in-line flow monitoring locations. The deliverables include a bid-ready Design Specification and Work Plan for future implementation.

#### SCOPE OF WORK

**Project Management.** Workshops with SAWPA staff to both solicit input on approach as well as review findings and incorporate staff feedback for design decisions.

**Data Review and Assessment.** Review all pertinent documentation pertaining to the implementation of the SCADA Project. This may require site visits to discharger sites and coordination with Member Agency SCADA system staff.

**Preliminary Design and Work Plan.** Define SCADA system architecture, network, locations, sensors, SCADA Screen mockups, and other technical details where SAWPA Staff input in the early design are crucial. After the Preliminary Design and Work Plan are reviewed and accepted by SAWPA Staff, the design specification will be developed and referred to staff for review and comment at 60%, 90% and 100% completion.

The proposed schedule for the RFP process is as follows:

Issue Request for Proposals	March 4, 2025
Pre-proposal meeting	March 19, 2025
Proposals due	April 16, 2025
Interview of top proposing firms	April 24, 2025
Recommend Award	May 6, 2025
Issue Notice to Proceed	May 2025

#### **RESOURCE IMPACTS**

Sufficient funds for consultant services are included in the Fiscal Year (FY) 2025 and FY 2026 Budget Fund 240 (Brine Line Enterprise).

#### Attachments:

- 1. Brine Line SCADA Design Specification and Work Plan RFP
- 2. Powerpoint Presentation

# Request for Proposals for Inland Empire Brine Line: SCADA Specification Design and Work Plan



#### Santa Ana Watershed Project Authority

11615 Sterling Ave, Riverside, CA 92503

(951) 354-4220

REQUEST FOR PROPOSALS
FOR
SANTA ANA WATERSHED PROJECT AUTHORITY
SCADA Specification Design and Work Plan

Santa Ana Watershed Project Authority (SAWPA) requests proposals from qualified consultant firms to design and develop a Supervisory Control and Data Acquisition (SCADA) Specification Design and Work Plan per the requirements set forth in the Scope of Work.

Proposals must be submitted and uploaded onto Planet Bids at: https://pbsystem.planetbids.com/portal/52676/portal-home as a complete electronic/PDF file by no later than **April 16, 2025 at 4:00 pm**., along with the Fee Proposal, which shall be submitted as both a PDF and Microsoft Excel file and uploaded as General Attachments. SAWPA will not accept hand-delivered proposals. **Proposals received after specified date and time WILL NOT be accepted**.

A non-mandatory **pre-proposal meeting** will be held via Zoom on March 19, 2025 at 10 am. Please email Daniel Vasquez at dvasquez@sawpa.gov for a link to the Zoom Meeting.

Prospective Offerors are required to put all RFP questions, clarifications, or comments through PlanetBids' Q&A system at: https://pbsystem.planetbids.com/portal/52676/portal-homeas and/or in writing to Emily Fuentes, Communications Specialist at Efuentes@sawpa.gov. Questions, clarifications, or comments must be received no later than April 11, 2025 at 4:00 pm. Brine Line GIS guest access and Record Drawings available upon request. The Offerors must verify that SAWPA received the e-mail transmission.

#### 1. Background

Santa Ana Watershed Project Authority (SAWPA)completed the Inland Empire Brine Line Master Plan in December 2024.. The Brine Line Master Plan was developed to determine how best to manage and implement the growth and expansion of the Brine Line in a manner that best serves the Santa Ana River Watershed, Member Agencies, and Brine Line dischargers. The development of a SCADA system was identified in several future projects in the Capital Improvement Program (CIP) for the enhanced monitoring and control of the Brine Line system. A design specification and work plan for remote, automated flow and water quality data capture will be developed for future SCADA project(s). The Brine Line Master Plan can be accessed online on SAWPA's website at <a href="https://sawpa.gov/wp-content/uploads/2025/02/SAWPA-Brine-Line-Master-Plan-Report\_FINAL\_1-9-25.pdf">https://sawpa.gov/wp-content/uploads/2025/02/SAWPA-Brine-Line-Master-Plan-Report\_FINAL\_1-9-25.pdf</a>

#### Introduction

- a) <u>Agency Background</u>: 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 (Western Water). To learn more about SAWPA please visit www.sawpa.gov.
- **The Inland Empire Brine Line**: The Inland Empire Brine Line (Brine Line) is approximately 73 miles of pipeline constructed to provide for a safe discharge of highly saline wastewater to protect the water quality of the Santa Ana River Watershed. The Brine Line carries this highly saline wastewater to a wastewater treatment plant in Huntington Beach operated by Orange County Sanitation District.

SAWPA owns approximately 73 miles the Brine Line in Riverside and San Bernardino Counties. Table 1 summarizes average flows and their sources in the Brine Line. The Brine Line was constructed to provide for highly saline, non-domestic discharges to protect the inland water quality in the upper Santa Ana River Watershed. Figure A shows the SAWPA Member Agency boundaries and associated Brine Line reaches.

Figure A: Inland Empire Brine Line and Member Agency Boundaries

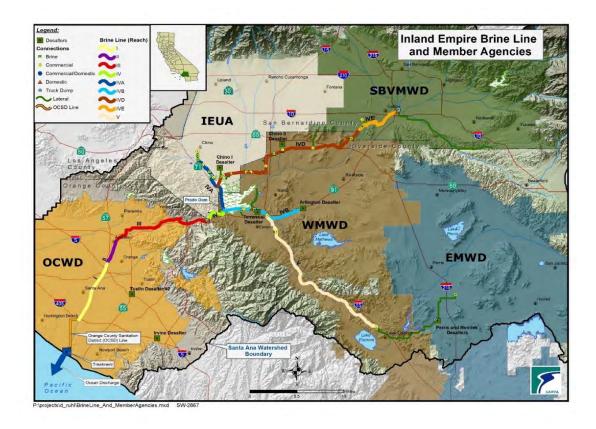


Table 1: SAWPA Monthly Total Flow (2022) to Orange County Sanitation District

Flow Type	Average Daily Flow (MGD)	Percent of Total (%)
Potable Water Production	9.6	79
Industrial	1.2	10
Power Generation	0.5	4
Wastewater Desalination	0.4	4
Domestic	0.3	3
Total	12.0	100.00

c.) SCADA Projects Identified in Brine Line Master Plan: Collection of real-time flow and quality information increases SAWPA's ability to monitor, operate, and control the Brine Line system. Furthermore, real-time data gathering allows SAWPA to monitor system dischargers on a continuous basis, thereby recording potential discharge violations and facilitating future pretreatment enforcement. Finally, a real-time understanding of each discharger's flow and strength characteristics will allow for a more equitable distribution of cost between the dischargers, and ultimately between the SAWPA Member Agencies. For these reasons, SAWPA is proposing implementation of a Supervisory Control and Data Acquisition (SCADA) based system for the purpose of data collection, evaluation, and management.

It is recommended in the Master Plan that the SCADA-based system be implemented (more for data acquisition than control at this time), with data collection and transmittal devices installed at each discharger location and at each in-line flow monitoring location.

The proposed SCADA-based system provides remote, automated flow (and ultimately water quality) data collection for each discharger, and the overall Brine Line system. The collected data provides SAWPA staff information for monitoring discharge flow and quality, understanding the movement of brine discharges throughout the Brine Line system, and accurately quantifying system capacity and conditions on a real-time basis. Furthermore, automated data collection reduces SAWPA staff time related to data management and enhances

ongoing effort related to compliance. The collected data is also useful in maintenance of the Brine Line hydraulic model, providing more accurate information throughout the current and future conveyance system.

The Brine Line Master Plan describes the SCADA system to be developed in a phased approach to construction, based on the discharge conditions of each site. A possible phasing of the SCADA system is summarized in Table 2

Table 2: Possible Phasing for SCADA Project

Phase	Description of Work
1	Construction and installation of Master Station, operator workstation, setup,
	integration of programming and automation
2	Construction and installation of monitoring for discharger sites and SARI Metering
	Station (may be multiple phases based on flow, readiness, or other factors).
3	Construction and installation of up to five in-line flow monitoring stations (may be
	multiple phases based on cost, connectivity, site assessment or other factors).

Development of design specifications and a work plan will support the implementation of these projects. In brief, this scope will include a Master Station, Operation Workstation, five (5) inline monitoring locations, and real time monitoring of all direct dischargers. Further details are given in the Scope of Work, Section 4.

#### 2. Schedule

Table 3: RFP Schedule

Issue Request for Proposals	March 4, 2025
Pre-proposal meeting	March 19, 2025
Proposals due	April 16, 2025 4:00 PM PST
Interview of top proposing firms	April 24, 2025
Recommend Award	May 6, 2025
Issue Notice to Proceed	May 2025

#### 3. Proposal Instructions and Conditions

- **a.)** <u>Pre-Contractual Expenses</u>: Pre-Contractual expenses are defined as expenses incurred by prospective bidders in:
  - Preparing a proposal in response to the RFP
  - Submitting that proposal to SAWPA
  - Negotiating with SAWPA in any matter related to this RFP, proposal, and/or contractual agreement
  - Any other expenses incurred by the prospective bidder prior to the date of an executed contract
  - SAWPA will not, in any event, be liable for any pre-contractual expenses incurred by any prospective bidder. In addition, no prospective bidder shall include any such expenses as part of the price proposed to perform the requested services.
- b.) Authority to Withdraw RFP and/or Not Award Contract: SAWPA reserves the right to withdraw the RFP at any time without prior notice. Further, SAWPA makes no representations that any agreement will be awarded to any prospective bidder responding to this RFP. SAWPA expressly reserves the right to postpone the opening of proposals for its own convenience and to reject any and all proposals in response to this RFP without indicating any reasons for such rejection(s).
- **c.)** Selection of Multiple Proposals: Due to the widely varied geographic area and technical requirements, SAWPA has found teams of consultants to be very effective in providing the technical expertise and personnel required to perform services for the Brine Line. Therefore, SAWPA reserves the right to select more than one prospective firm to provide services for all or part of the proposed scope of work.

- **d.)** Right to Reject Proposal: SAWPA reserves the right to reject any or all proposals submitted. Any award made for this engagement will be made to the firm/s, which, in the opinion of SAWPA, is best qualified to perform the services and represents the best value and effectiveness.
- e.) <u>Discrepancies in Proposal Documents:</u> Should prospective firms find discrepancies in, or omissions from the RFP, or if the intent of the RFP is not clear, and if provisions of the specifications restrict any prospective firm from proposing, they may request in writing that the deficiency(s) be modified. Such request must be received by SAWPA at least ten (10) working days before the proposal due date. All registered firms will be notified by addendum of any approved changes in the request for proposal documents.
- **f.)** Oral Statements: SAWPA is not responsible for oral statements made by any of its employees or agents concerning the RFP. If the prospective firm requires specific information, a written request must be submitted to SAWPA.
- **g.)** Conflict of Interest: The Consultant shall review their past, current, or proposed work with agencies or firms having a significant interest in the Brine Line to verify a conflict of interest or the appearance of a conflict will not occur.

#### 4. Scope of Work

- a.) Task 1: Project Management: The consultant shall provide all efforts to manage all tasks in a cost effective, timely, and professional manner, including but not limited to, overseeing consultant efforts; attend kick-off meeting with SAWPA staff to solicit input and confirm approach and criteria; provide monthly project status and invoices of appropriate detail and participate in (4) workshops with SAWPA staff to review findings and incorporate feedback. A template for status reports has been provided in Appendix B.
- **b.)** Task 2: Data Collection and Assessment: The consultant shall gather and review all pertinent documentation pertaining to the implementation of the SCADA Project. This may require physical visits to discharger sites, inspection of existing meters, space, easements, utility vicinity, and member agency existing SCADA systems. Proposers must not contact dischargers during proposal process. Please direct all questions and information requests via Planetbids. A Map of general discharger locations along the Brine Line is shown below in Figure B. A list of dischargers and their location can be seen as detailed in Appendix C



Figure B: Existing Brine Line Discharger Meter Locations

#### c.) Task 3: Preliminary Design and Work Plan:

- a. Define SCADA system architecture and network topology. These SCADA infrastructure components include but are not limited to SCADA Master Station & HMI, Operational Workstation(s), Remote Terminal Units and/or Programmable Logic Controllers (PLCs), communication Network, Data Historian, Alarm Management, and sensor types.
- b. Identify locations for SCADA Master Station, Operational Workstation(s), and In-Line Monitoring Stations.
- c. Determine necessary utility developments to support sites.
- d. Develop outline of necessary new server infrastructure to support SCADA Master Station, Operator Station, Data Historian and Alarm Management.
- e. Develop preliminary PLC/RTU configurations and I/O lists.
- f. Select communication protocols for all sites (cellular, fiber, radio including security measures such as encryption, network segmentation, access control mechanisms as appropriate).
- g. Create preliminary HMI screen mockups, alarm categories, and reporting capabilities.
- h. Outline cybersecurity framework and compliance considerations.
- i. Preliminary Communication Network Plan.
- j. HMI Mockups.
- k. Preliminary Design and Work Plan that covers the following elements at a minimum:
  - i. Summary of data and results for Task 3 a j
  - ii. Structured implementation roadmap for recommended phased deployment based on constraints.
  - iii. Prioritization rationale for component installation and integration.
  - iv. Detailed planning level Cost Estimate
  - v. Testing and commissioning framework for future construction contracts.
- 1. Deliverables (SAWPA to review and provide comments):

i. Draft and Final Preliminary Design and Work Plan for SAWPA to review and provide comments. Two (2) workshop meetings with SAWPA staff should be used for the development of the Draft and Final Preliminary Design and Work Plan.

### d.) Task 4: 60% Design Specification:

- a. Incorporate stakeholder feedback.
- b. Further refine SCADA Master Station & HMI design.
- c. Finalize PLC/RTU selection, I/O mapping, and preliminary control logic.
- d. Develop detailed communication network design and data transmission plan.
- e. Finalize sensor specifications.
- f. Develop cybersecurity strategy.
- g. Deliverables (SAWPA to review and provide comments):
  - i. 60% Brine Line SCADA Design
  - ii. SCADA System Network Diagram.
  - iii. Detailed I/O List and PLC Programming Framework.
  - iv. Updated Work Plan
  - v. Cybersecurity Strategy Document (Referencing appropriate standards from NIST 800-82, IEC 62443, NERC CIP, ISO 27001 etc).

### e.) Task 5: 90% Design Specification:

- a. Incorporate stakeholder feedback.
- b. Prepare full SCADA system design drawings and specifications.
- c. Provide detailed wiring diagrams and control panel layouts.
- d. Finalize HMI screen navigation and alarm configuration.
- e. Define functional testing criteria for future construction.
- f. Deliverables (SAWPA to review and provide comments):
  - i. 90% Brine Line SCADA Design Specification
  - ii. HMI Interface Final Design.
  - iii. Updated Work Plan
  - iv. Alarm Management and Cybersecurity Compliance Report. (Alarm Rationalization Best Practices, cybersecurity validation standards, and network security testing including penetration tests, firewall rule audits and patch management verification as appropriate).
  - v. Testing and Validation Criteria.

### f.) Task 6: 100% Design Specification

- a. Incorporate stakeholder feedback and finalize all design documents.
- b. Prepare final bid-ready SCADA System Specifications for the implementation of SCADA system.
- c. Deliverables (SAWPA to review and provide comments):
  - i. 100% Brine Line SCADA Design Specifications.
  - ii. Finalized Detailed I/O List and PLC Programming Framework.
  - iii. Finalized Work Plan with all previous sub-elements.
  - iv. Finalized Network and Communication Plan.
  - v. Finalized PLC&RTU Control Logic Guidelines.
  - vi. Finalized Alarm Management and Cybersecurity Compliance Report.

### 5. Project Schedule

a) The Consultant shall conduct a kick-off meeting within one (1) week from the notice to proceed. SAWPA Anticipates the total time to complete the work is 4-6 months.

### 6. Fee Proposal Requirements

In preparing the fee schedule for the services identified under the scope of work, the Consultant shall take into consideration the following:

a) Compensation for Consultant direct services provided in completing the tasks shall be based upon an hourly billing rate up to a not-to-exceed amount.

- b.) For each task, provide a breakdown of labor hours by employee billing classification together with the cost of non-labor and sub-consultant services. The labor breakdown shall be compiled by project task and be based on a listing of work tasks that correlates with the Consultant's defined scope of work for the project proposal. For each task, sum the total hours and the total cost. The sum of all task hours and task cost shall be provided. This information will be used by SAWPA to evaluate the reasonableness of the fee proposal and will be used in negotiating the final fee amounts for the contract agreement. Optional tasks shall be detailed as described above for all tasks. Optional tasks shall be broken out separately and not included in the sum of all task hours and all task costs. For each optional task sum the total hours and the total cost.
- **c.)** The Consultant shall detail the hours allocated to meetings by meeting type (kickoff, workshop, etc.).
- **d.)** The Consultant's billing rates for all classifications of staff likely to be involved in the project shall be included with the fee proposal, along with the markup rate for any non-labor expenses and sub-consultants.
- **e.)** SAWPA will review the fee proposal of the Consultant deemed most qualified after completing a review of the proposals and conducting interviews. The final scope and fee will be negotiated with the top ranked Consultant.
- **f.)** Reimbursable expenses will not be allowed unless included in the proposal and negotiated prior to a contract. Billing rate escalations during the contract term are disfavored and shall be approved in negotiations prior to execution of a contract.

### 7. Proposal Requirements

a) Content and Format: Although no specific format is required by SAWPA, this section is intended to provide guidelines to the Consultant regarding features, which SAWPA will look for and expect to be included in the proposal. SAWPA requests that submitted proposals are organized, presented in an understandable format, and relevant to the services requested. Consultant's proposals shall be clear, accurate, and comprehensive. Excessive or irrelevant material is not of benefit and will not contribute to overall evaluation.

Proposals should be limited to pertinent information. Proposal should be no more than Twenty **(20) typed pages** (based on an 11-point minimum font size), including Table of Contents. Resumes, cover letter and page dividers will not count toward the proposal page limit. Resumes should be included in an appendix. The fee proposal, provided in a separate file, should contain information to clearly respond to the information that is requested in the RFP.

The proposal should include the following:

- Cover or transmittal letter
- Table of Contents, page numbering
- Project Approach and Scope of Services
- Project Team and Organization Diagram
- Descriptions of similar projects by key staff to be used on this assignment including scope and complexity of the projects
- Brief resumes of key staff and sub-consultants (In Appendix)
- Relevant and appropriate references
- Detailed Project schedule with date estimations for 30-60-90-100% Designs.
- Breakdown of total hours by Task. Total hours include Consultant personnel and subconsultants.
- Contract Exceptions, Proof of Insurance
- Fee proposal, billing rates for staff. In addition, the fee proposal shall include a breakdown of hours by type of personnel identified as part of the project team (submitted in a separate file).

Some of these areas are described in further detail below:

- **b.)** Cover or Transmittal Letter: An individual authorized to bind the Consultant shall sign the proposal and fee proposal. The proposal shall contain a statement that the proposal and fee are valid for at least a 90-day period.
- c.) Project Approach and Scope of Services: A description of the work that will be undertaken shall be included in this section. It should explain the technical approach, methodology, and specific tasks and activities that will be performed to address the specific issues and work items identified in the RFP. It should also include a discussion of constraints, problems, and issues that should be anticipated during the contract, and suggestions for approaches to resolving them. Any proposed deviations to the scope of work as described herein should be clearly noted.
- d.) <u>Project Team and Organization Diagram:</u> The purpose of this section is to describe the organization of the project team including sub-consultants and key staff. A project manager shall be named who shall be the prime contact and be responsible for coordinating all activities with SAWPA. An organizational diagram shall be submitted showing all key team members, their office location, and the relationship between SAWPA, the project manager, key staff, and sub-consultants. There also shall be a brief description of the role and responsibilities of all key staff and sub-consultants identified in the team organization.
- **e.)** Project Schedule: A project schedule shall be included which identifies the timetable for completion of tasks, activities, and phases of the project that correlate with the scope of work for the project. There should be a brief discussion of any key assumptions used in preparing the timetable, and identification of critical tasks and/or events that could impact the overall schedule.
- **f.)** Contract Exceptions, Proof of Insurance: The Consultant shall carefully review the standard agreement and include with the proposal a description of any exceptions requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal. The Consultant shall furnish, with the proposal, proof of insurance coverage to the minimum levels identified in Section 7.
- **g.)** <u>Fee Proposal</u> (Separate File) A Fee Proposal shall be submitted per the requirements of Section 7 as both a PDF and Excel file and uploaded as General Attachments.

### 8. General Requirements

### a) Insurance Requirements

- i. The Consultant shall furnish, with the proposal, proof of the following minimum insurance coverage. Full information on insurance requirements is listed in Attachment B. These minimum levels of coverage are to be maintained for the duration of the project:
- ii. Obtain a Commercial General Liability and an Automobile Liability insurance policy, including contractual coverage, with limits for bodily injury and property damage in an amount of not less than \$2,000,000.00 per occurrence (Commercial General Liability) and with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident (Automobile Liability). Such policy shall name SAWPA, its officers, employees, agents and volunteers, as an additional insured, with any right to subrogation waived as to SAWPA, its officers, employees, agents and volunteers. If Commercial General Liability Insurance or other form with an aggregate limit is used, either the general aggregate limit shall apply separately to the work assigned by SAWPA under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. The coverage shall be at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 00 01) and Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto). The Commercial Liability Insurance shall include operations, products and completed operations, as applicable.

- iii. Obtain a policy of **Professional Liability** (errors and omissions) insurance appropriate to the Consultant's profession in a minimum amount of \$1,000,000.00 per claim or occurrence to cover any negligent acts or omissions or willful misconduct committed by Consultant, its employees, agents and subcontractors in the performance of any services for SAWPA (\$2,000,000 aggregate). Architects' and engineers' coverage shall include contractual liability.
- iv. Provide worker's compensation insurance or a California Department of Insurance-approved self-insurance program with limit of no less than \$1,000,000 per accident for bodily injury or disease that meets all applicable Labor Code requirements, covering all persons or entities providing services on behalf of the Consultant and all risks to such persons or entities.
- v. Obtain a policy of Cyber Liability Insurance (Technology Professional Liability Errors and Omissions) If Consultant will be providing technology services, limits not less than \$2,000,000 per occurrence or claim, and \$2,000,000 aggregate or the full per occurrence limits of the policies available, whichever is greater. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The Consultant is encouraged to contact its insurance carriers during the Proposal stage to ensure that the insurance requirements can be met if selected for negotiation of a contract agreement.

- b) <u>Standard Form of Agreement:</u> The selected Consultant will enter into an agreement with SAWPA based upon the contents of the RFP and the Consultant's proposal. SAWPA's standard form of agreement is included as **Appendix A**. The Consultant shall carefully review the agreement, especially in regard to the indemnity and insurance provisions, and include with the proposal a description of any exceptions requested to the standard contract. If there are no exceptions, a statement to that effect shall be included in the proposal.
- c) <u>Assigned Representatives:</u> SAWPA will assign a responsible representative to administer the contract and to assist the Consultant in obtaining information. The Consultant also shall assign a project manager who shall be identified in the proposal. The Consultant's representative shall remain in responsible charge of the Consultant's duties from the notice-to-proceed through project completion. SAWPA's representative shall approve any substitution of representatives or sub-consultants identified in the written proposal. SAWPA reserves the right to review and approve/disapprove all key staff and sub-consultant substitution or removal and may consider such changes not approved to be a breach of contract.

### 9. Consultant Evaluation and Selection Process

- **Selection Process:** SAWPA's consultant evaluation and selection process is based on comprehensive review of the proposals for professional services. The following criteria will be used in evaluating the proposals:
  - (1) Understanding of the project requirements including identification of critical elements and key issues for successful project implementation.
  - (2) Technical approach and work plan for the project.
  - (3) Relevant qualifications and experience of the firm, project manager, other key individuals, and sub-consultants and past performance and experience.
  - (4) Schedule.
  - (5) Results of reference checks.
  - (6) Clarity of proposal and compliance with proposal requirements.
- c) <u>Potential Interview:</u> Firms submitting the best proposals may be invited to an interview conducted by a selection panel made up of representatives from SAWPA member agencies, sub-agencies, and/or SAWPA

staff. The number of firms to be invited for interviews is at the discretion of SAWPA. The interview format and details will be included in the interview invitation letter. SAWPA recognizes the significant effort required to respond to this RFP and therefore discourages any firm or team which lacks the required experience to submit a proposal for evaluation.

d) Negotiations: SAWPA may negotiate a contract with the most qualified firm or firms for the desired consulting services and compensation level, which SAWPA determines is fair and reasonable. Failing a successful negotiation with the best-qualified firm or firms, SAWPA will terminate negotiations and continue the negotiation process with the next most qualified firm(s), in order to obtain the services at a fair and reasonable price, until an agreement is reached, a firm is selected, and an agreement is executed.

### 10. Attachments

Appendix A- Standard form of Agreement

Appendix B- Template for Monthly Status Reports

Appendix C- Brine Line Dischargers and Locations

### PROPOSAL AUTHORIZATION

### (Please provide this document (or exact information) on your letterhead)

I certify I am authorized to submit a binding proposal on behalf of my company, (enter company name), and this proposal conforms to required specifications unless otherwise noted.

Company Name	
Proposal Submitted by	
Title	
Signature	
Date	 
Email	 
Telephone Number	
Facsimile Number	 

# **Appendix B: Progress Report**

# Inland Empire Brine Line: SCADA Specification Design and Work Plan

Subject:

Prepared For: Santa Ana Watershed Project Authority (SAWPA)

Date:

**Project No.:** 

[Insert Progress Report Summary for work performed]

### 1 Work Performed

A summary table of work performed on the project during the current reporting period is provided below.

Table 1: Summary of Task/Deliverables Status

Task	Work Completed During the Reporting Period	Work Scheduled for Next Period
Task 1: Project Management	None this period	None scheduled
Task 2: Data Collection and Review	None this period	None scheduled
Task 3: Preliminary Design and Work Plan	None this period	None scheduled
Task 4: 60% Design Specification	None this period	None scheduled
Task 5: 90% Design Specification	None this period	None scheduled
Task 6: 100% Design Specification	None this period	None this period

# 2 Budget Status

Example Text:

As of the invoice date, 78% of the updated project budget has been expended (\$XXXXXX of \$XXXXXX) and approximately 91% of the work has been completed.

**Table 2: Budget Status** 

Description	Total Budget	Spent Previously	Spent this Period	Total Spent to Date	Budget Remaining	% Spent to Date	% Complete
Task 1 - Project Management	\$XXXXXX	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	XX%	XX%
Task 2 - Data Collection and Review	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	XX%	XX%
Task 3 – Preliminary Design and Work Plan	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	XX%	XX%
Task 4 – 60% Design Specification	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	XX%	XX%
Task 5 – 90% Design Specification	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	XX%	XX%
Task 6 – 100% Design Specification	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	XX%	XX%
Total	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	\$ XXXXXX	XX%	XX%

### 3 Schedule Status

[Insert narrative text about tasks performed this period and the effect on schedule]

### 4 Outstanding Issues & Key Decisions

New Issues & Key Decisions are listed below in black. Previous Issues & Key Decisions are recorded below in grey text.

# Appendix C: Brine Line Discharger Locations and Descriptions

Permittre/Discharger	Facility Street Address	Facility City -			Permit Type -	Classification -		Facility Description
Anita B. Smith Treatment Facility	2100 Fleetwood Drive	Jurupa Valley	CA	92509	Direct	SIU	WMWD	Water Supply & Irrigation Systems
Aramark Uniform & Career Apparel, LLC	1135 Hall Avenue	Riverside	CA	92509	Direct	SIU	WMWD	Industrial Launderers
California Institution for Men	5997 Edison Avenue	Chino	CA	91710	Direct	SIU	IEUA	Correctional Institution
California Institution for Women	16756 Chino Corona Road	Corona	CA	92880	Direct	IU	IEUA	Correctional Institution
Chino I Desalter	6905 Kimball Avenue	Chino	CA	91708	Direct	SIU	SAWPA	Water Treatment and Distribution
Chino II Desalter	11251 Harrel Street	Jurupa Valley	CA	91752	Direct	SIU	SAWPA	Water Treatment and Distribution
City of Beaumont Wastewater Treatment Plant	715 E. 4th Street	Beaumont	CA	92223	Direct	SIU	SAWPA	Sewage Treatment Facility
City of Colton - Agua Mansa Power Plant	2040 Agua Mansa Road	Colton	CA	92324	Direct	IU	VALLEY	Electric Power Distribution
Dart Container Corporation	150 South Maple Street	Corona	CA	92880	Direct	SIU	WMWD	Foam Products Manufacturing
Del Real, LLC	11041 Inland Avenue	Jurupa Valley	CA	91752	Direct	SIU	JCSD	Perishable Prepared Food Manufacturing
Eastside Water Treatment Plant	7537 Schaefer Avenue	Ontario	CA	91761		SIU	IEUA	Water Treatment and Distribution
EMWD Perris & Menifee Desalination Facility	29541 Murrieta Road	Menifee	CA	92586	Direct	SIU	SAWPA	Water Treatment and Distribution
Frutarom USA, Inc.	790 East Harrison Street	Corona	CA	92879	Direct	IU	WMWD	Flavoring Syrup and Concentrate Manufacturer
SARI Metering Station	24001 E Santa Ana Canyon Rd	Anaheim	CA	92808	N/A		DCSD	SARI Metering Station in the RV Park
In-N-Out Burger, Chino Distribution Center	16000 Quality Way	Chino	CA	91708	Direct	SIU	IEUA	Refrigerated Warehousing & StorageLimited Service Restaurants
JCSD Roger D. Teagarden Ion Exchange Water Treatment Plant	4150 Etiwanda Avenue	Jurupa Valley	CA	91752	Direct	SIU	SAWPA	Water Supply & Irrigation Systems
JSCD Wells 17 & 18 Ion Exchange Treatment Facility	3474 De Forest Circle	Jurupa Valley	CA	91752	Direct	SIU	SAWPA	Water Supply & Irrigation Systems
Jurupa Community Services District - Etiwanda Metering Station	4786 Etiwanda Avenue	Jurupa Valley	CA	91752	Direct	SIU	SAWPA	Sewage Treatment Facilities
Jurupa Community Services District - Hamner Metering Station	5410 Hamner Avenue	Eastvale	CA	91752	Direct	SIU	SAWPA	Sewage Treatment Facilities
Jurupa Community Services District - Wineville Metering Station	5101 Wineville Avenue	Jurupa Valley	CA	91752	Direct	SIU	SAWPA	Sewage Treatment Facilities
Magnolia Foods, LLC	11058 Philadelphia Avenue	Jurupa Valley	CA	91752	Direct	IU	JCSD	Tortilla Manufacturing
Metal Container Corporation	10980 Inland Avenue	Jurupa Valley	CA	91752	Direct	CIU	JCSD	Metal Can Manufacturing
Mission Linen Supply	5400 Alton Street	Chino	CA	91710	Direct	SIU	IEUA	Industrial Launderers
Mountainview Generating Station	2492 West San Bernardino Avenue	Redlands	CA	92374	Direct	CIU	VALLEY	Electric Power Generation, Fossil Fuel
OLS Energy	5601 Eucalyptus Avenue	Chino	CA	91710	Direct	CIU	IEUA	Electric Power Generation, Fossil Fuel
Pyrite Canyon Treatment Facility	3400 Pyrite Street	Jurupa Valley	CA	92509	Direct	SIU	SAWPA	Remediation Services Hazardous Waste Treatments and Disposal Facility
Repet, Inc.	14207 Monte Vista Avenue	Chino	CA	91710	Direct	SIU	IEUA	All Other Plastics Product Manufacturing
Rialto Bioenergy Solutions, LLC	503 E. Santa Ana Avenue	Bloomington	CA	92316	Direct	SIU	VALLEY	Other Nonhazardous Waste Treatment & DisposalOther Electrical Power GenerationSewage Treatment Facility
SCE Mira Loma Peaker Plant	13568 S. Milliken Avenue	Ontario	CA	91762	Direct	IU	SAWPA	Fossil Fuel Electric Power Generation
Temescal Desalter	745 Public Safety Way	Corona	CA	92878	Direct	SIU	WMWD	Water Supply and Irrigation Systems
Wellington Foods, Inc.	1930 California Avenue	Corona	CA	92881	Direct	CIU	WMWD	All Other Miscellaneous Food Manufacturing Pharmaceutical Preparation Manufacturing
WMWD Arlington Desalter	11611 Sterling Avenue	Riverside	CA	92503	Direct	SIU	SAWPA	Water Treatment and Distribution
YVWD - Henry Wochholz Regional Water Recycling Facility	880 W. County Line Road	Yucaipa	CA	92399	Direct	SIU	SAWPA	Sewage Treatment Facility & Water Treatment and Distribution
IEUA Collection Station	16400 El Prado Road	Chino	CA	91708	Direct		IEUA	Collection Station
WMWD Collection Station	2205 Railroad Street	Corona	CA	92880	Direct		WMWD	Collection Station
EMWD Collection Station	29541 Murrieta Road	Sun City	CA	92586	Direct		EMWD	Collection Station
SBVMWD Collection Station	399 Chandler Place	San Bernarding	CA	92408	Direct		SBVMWD	Collection Station

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# Request for Proposals for SCADA Specification Design and Work Plan

PA 24 Committee
Item No. 6.C
Daniel Vasquez
Manager of Operations
March 4, 2025

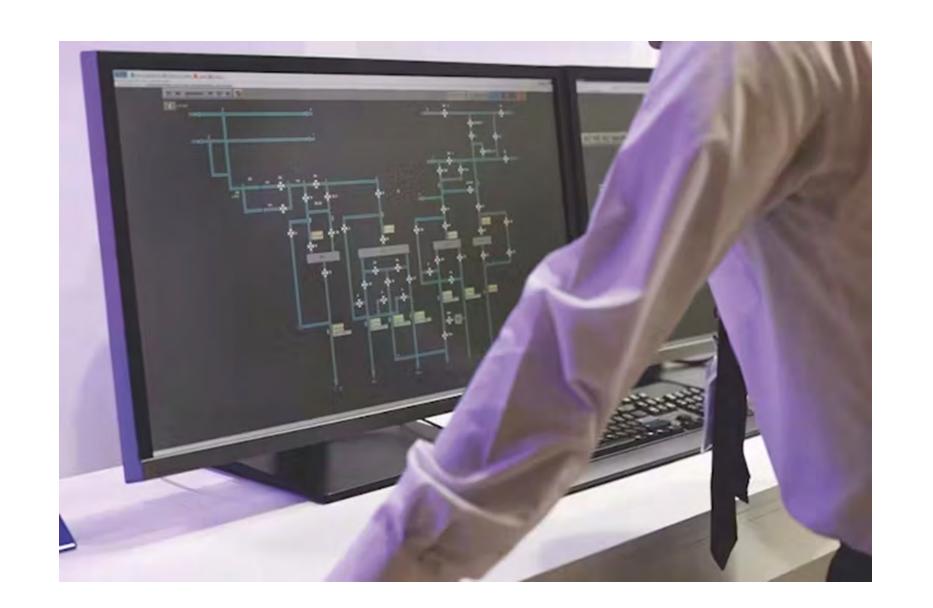
# Recommendation

That the PA 24 Committee direct the General Manager to issue a Request for Proposals (RFP) for the Inland Empire Brine Line SCADA Specification Design and Work Plan.

# SCADA Specification Design and Work Plan

SAWPA completed the Master Plan in December 2024.

A SCADA system was identified in the Capital Improvement Program (CIP) for enhanced monitoring of the Brine Line.

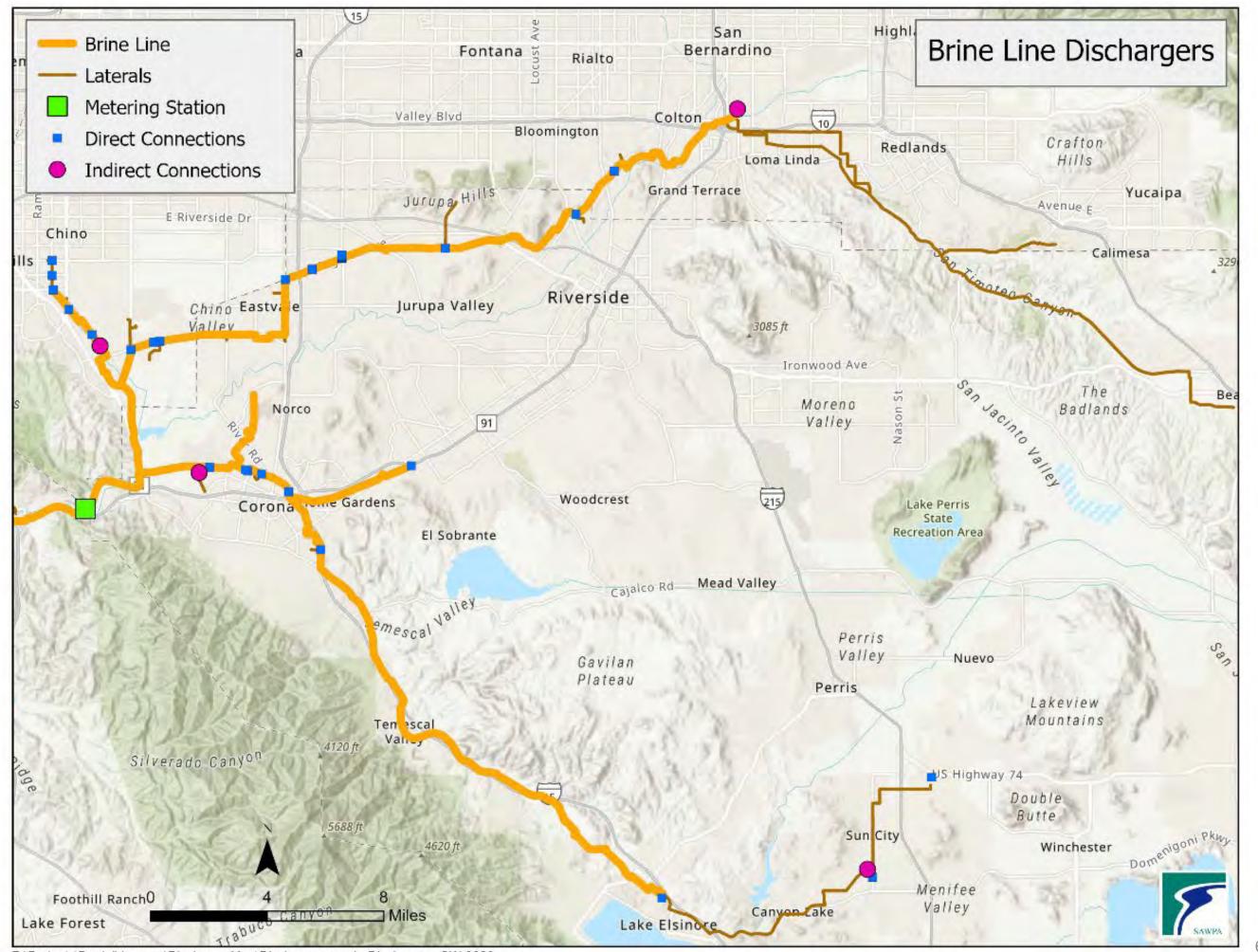


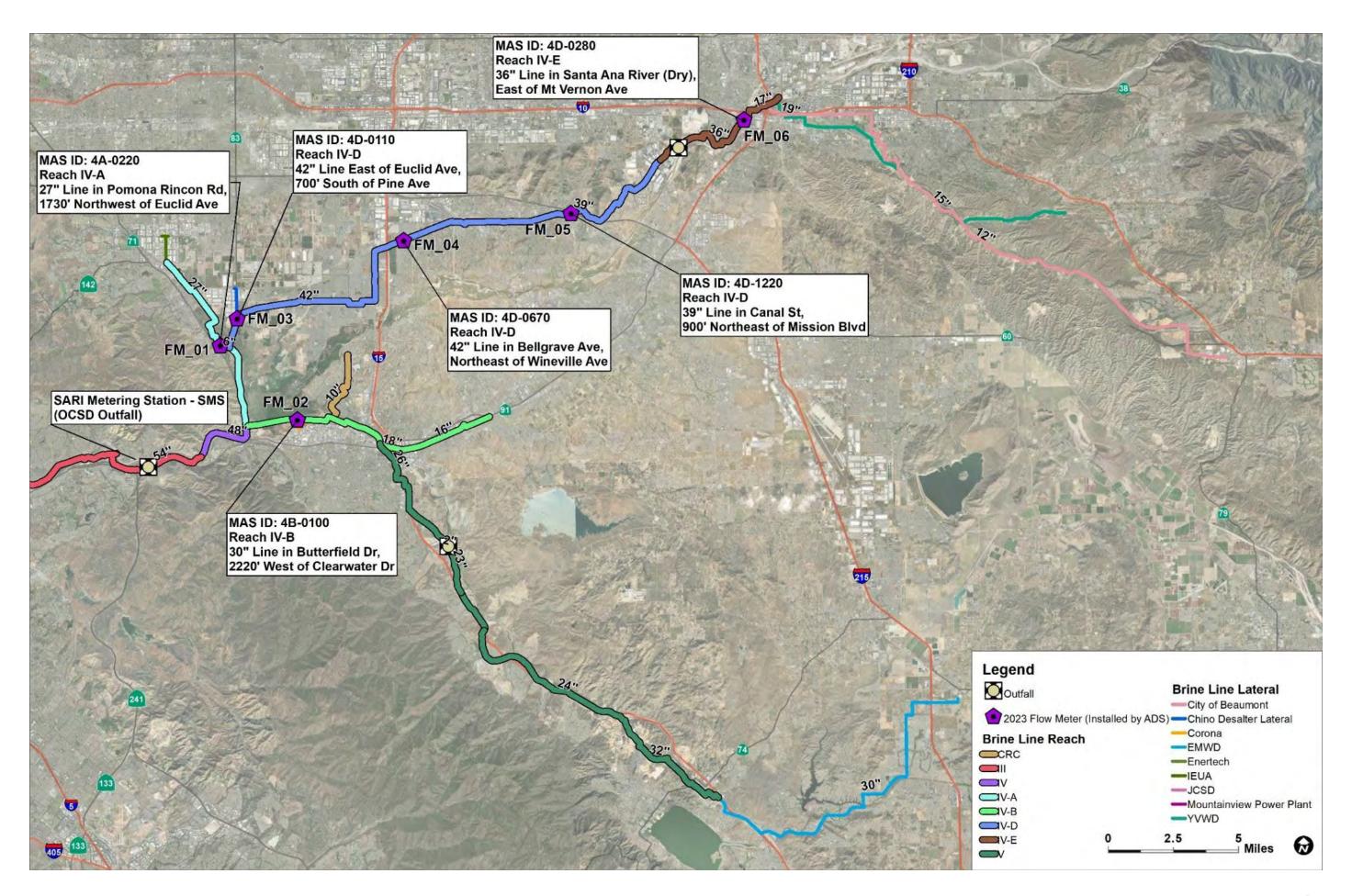
# **SCADA System Benefits**

- Increase ability to monitor, operate and control the Brine Line system
- Reducing staff time
- Improving compliance efforts by recording potential discharge violations and facilitating future pretreatment enforcement
- Understanding of each discharger's flow and strength characteristics will allow for a more equitable distribution of costs between dischargers
- Allow for ability to resolve capacity exceedance issues
- Allows for maintenance of the Brine Line hydraulic model
- Identify potential Inflow and Infiltration

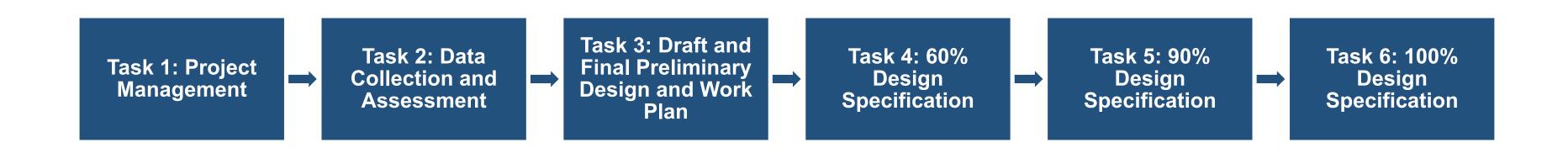
# SCADA System Design Steps

- The RFP calls for the development of a bid-ready Design Specification
- Phases of implementation to be discussed and determined in conjunction with SAWPA staff in the development of a Work Plan.
- Design Specification and Work Plan to be presented to PA 24





# **SCADA RFP Tasks**



- The Scope of the Design Specification includes:
  - Master Station & Operator Workstations
  - 36 Discharger monitoring connections
  - 5 In-Line Monitoring sites
  - Necessary PLC's, Network Architecture, Alarm Management, Data Historian

# RFP Schedule

Issue Request for Proposals	March 4, 2025
Pre-proposal meeting	March 19, 2025
Proposals due	April 16, 2025
Interview of top proposing firms	April 24, 2025
Recommend Award	May 6, 2025

# Recommendation

That the PA 24 Committee direct the General Manager to issue a Request for Proposals (RFP) for the Inland Empire Brine Line SCADA Specification Design and Work Plan.

# Questions?

Daniel Vasquez
Santa Ana Watershed Project Authority
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emailaddress@sawpa.org
sawpa.gov





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# Santa Ana Watershed Project Authority PA24 - Brine Line - Financial Report December 2024

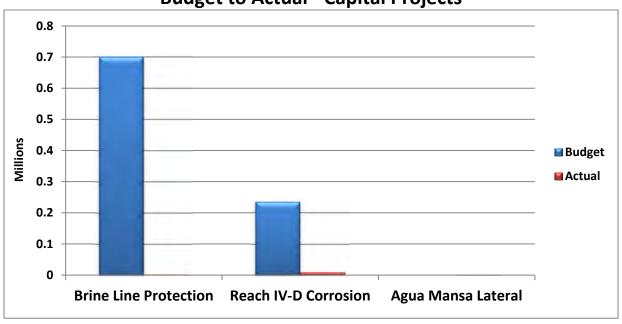
Staff comments provided on the last page are an integral part of this report.

Overview	This report highlights the Brine Line's key financial indicators for the Fiscal Year-to-Date
Overview	(FYTD) through December 2024 unless otherwise noted.

# **Brine Line - Capital Projects**

Budget to Actual – C	Favorable			
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Brine Line Protection	\$1,400,590	\$700,295	\$2,288	\$698,007
Reach IV-D Corrosion	469,423	234,712	10,089	224,623
Agua Mansa Lateral	-	-	1,488	(1,488)
<b>Total Capital Costs</b>	\$1,870,013	\$935,007	\$13,865	\$921,142

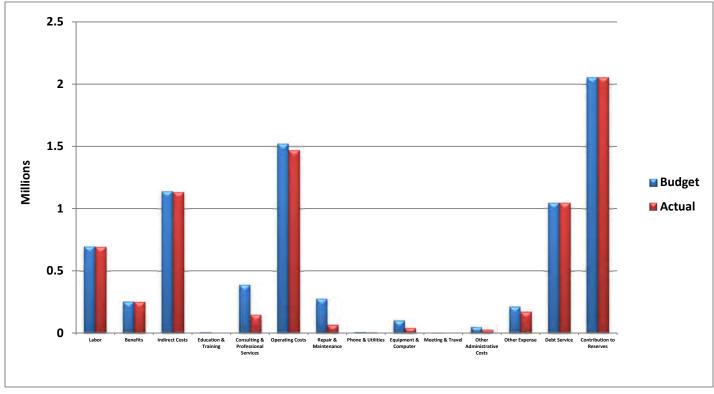
# **Budget to Actual - Capital Projects**



# **Brine Line – Operating**

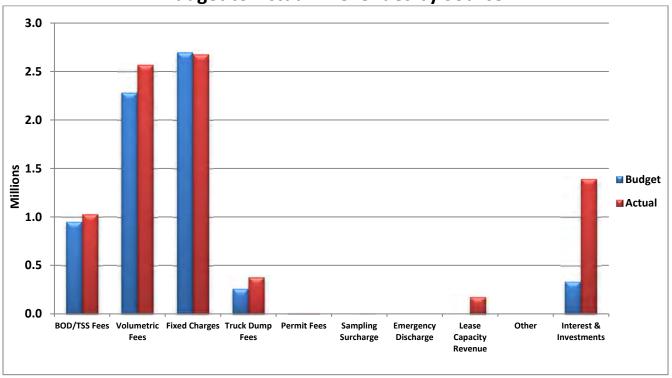
Budget to Actual - Ex	Favorable			
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Labor	\$1,392,817	\$696,409	\$692,906	\$3,503
Benefits	507,443	253,722	252,218	1,504
Indirect Costs	2,278,716	1,139,358	1,133,595	5,763
Education & Training	15,225	7,613	-	7,613
Consulting & Prof Svcs	772,500	386,250	148,676	237,574
Operating Costs	3,041,939	1,520,970	1,469,196	51,774
Repair & Maintenance	553,558	276,779	68,461	208,318
Phone & Utilities	13,200	6,600	4,155	2,445
Equip & Computers	204,167	102,084	43,333	58,751
Meeting & Travel	7,700	3,850	1,126	2,724
Other Admin Costs	98,988	49,494	28,778	20,716
Other Expense	426,597	213,299	171,699	41,600
Debt Service	1,709,476	1,044,273	1,044,273	-
Contribution to Reserves	2,055,786	2,055,786	2,055,786	-
Total	\$13,078,112	\$7,756,487	\$7,114,202	\$642,285

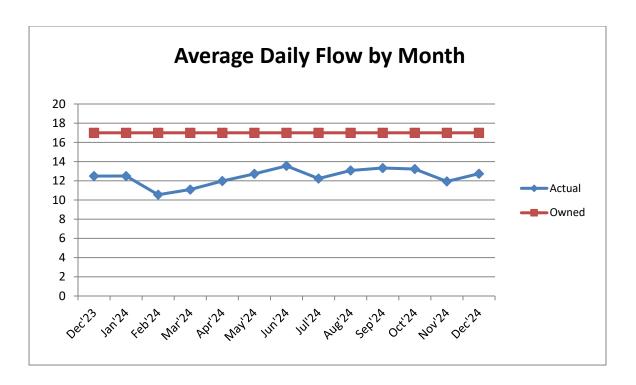
# **Budget to Actual - Expenses by Type**



Budget to Actual - Rev	<b>Ø</b>	Favorable		
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
BOD/TSS Fees	\$1,900,850	\$950,425	\$1,028,480	\$78,055
Volumetric Fees	4,564,617	2,282,309	2,569,395	287,086
Fixed Charges	5,396,025	2,698,013	2,677,755	(20,258)
Truck Dump Fees	517,020	258,510	376,965	118,455
Permit Fees	26,600	7,900	7,900	-
Sampling Surcharge	-	-	3,761	3,761
Emergency Discharge Fees	-	-	234	234
Lease Capacity Revenue	-	-	174,543	174,543
Other Revenue	-	<del>-</del>	233	233
Interest & Investments	673,000	336,500	1,393,269	1,056,769
Total	\$13,078,112	\$6,533,657	\$8,232,535	\$1,698,878

# **Budget to Actual - Revenues by Source**

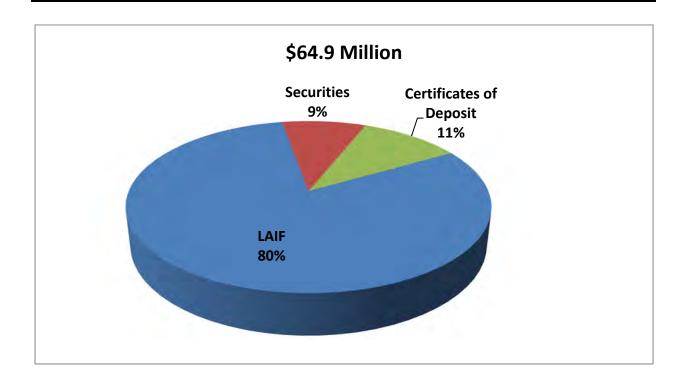




Total Discharge by Agency (in million gallons)

Discharger	Jul'24	Aug'24	Sep'24	Oct'24	Nov'24	Dec'24	Total
Chino Desalter Authority	109.4633	99.5941	115.5658	112.7109	111.1550	113.0520	661.5411
Eastern Municipal Water District	104.3521	91.4534	115.7813	106.8580	111.8461	112.6482	642.9391
Inland Empire Utilities Agency	16.9394	14.3438	15.7094	14.2392	13.0521	13.0986	87.3825
San Bernardino Valley MWD	44.0789	45.0388	44.7654	45.5667	43.1998	45.4757	268.1253
Western Municipal Water District	88.9240	124.8091	124.5022	127.3453	105.6868	104.6496	675.9170
SAWPA Adjustment	0.0000	0.0000	6.5000	0.0000	0.0000	0.0000	6.5000
Truck Discharge	4.0942	3.9492	3.4518	3.3775	3.2437	2.8978	21.0142
Total	367.8519	379.1884	426.2759	410.0976	388.1835	391.8219	2,363.4192

# **Total Cash & Investments**



Reserve Fund Balance	
	Amount
Debt Retirement	\$3,043,856
Pipeline Replacement & Capital Investment	37,229,471
OC San Pipeline Rehabilitation	3,068,481
Pipeline Capacity Management	12,944,921
OC San Future Treatment & Disposal Capacity	1,981,909
Brine Line Operating	2,312,437
Brine Line Operating Cash	4,367,742
Total Reserves	\$64,948,817

### Legend

Compared to Budget

Ahead or Favorable

Above +5% Favorable Revenue or Expense

Variance

On Track +5% to -2% Variance

1

Behind -3% to -5% Variance

3

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 98.5% below budget. Operating Expenses are 8% below budget and Revenues are 26% above budget.



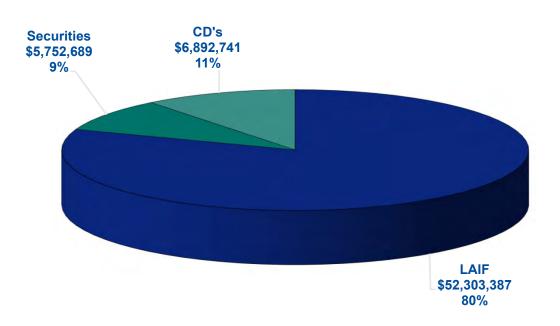
# Financial Report for the Inland Empire Brine Line Enterprise/CIP for the 2nd Quarter Ending December 31, 2024

# Agenda

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

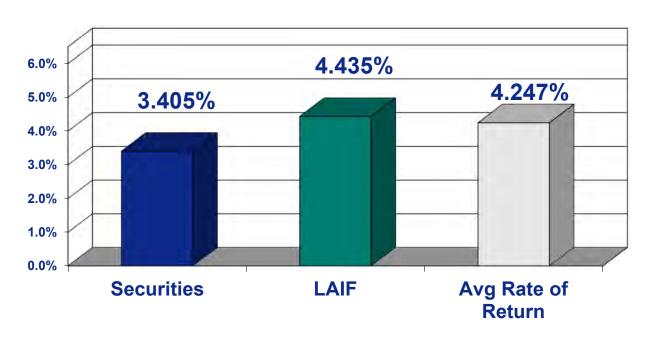
# Cash & Investments

\$64,948,817



# Cash & Investments

# **Interest Rate Analysis**



# Reserve Account Balance

Reserve Account	Balance
Debt Retirement	\$3,043,856
Pipeline Replacement & Capital Investment	37,229,471
OC San Pipeline Rehabilitation	3,068,481
Pipeline Capacity Management	12,944,921
OC San Future Treatment & Disposal Capacity	1,981,909
Brine Line Operating	2,312,437
Operating Cash	4,367,742
Total Reserves	\$64,948,817

# Reserve Account Balance

Reserve	Balance @ 03/31/2024	Balance @ 06/30/2024	Balance @ 09/30/2024	Balance @ 12/31/2024
Debt Retirement	\$2,951,490	\$2,979,538	\$3,011,686	\$3,043,856
Pipeline Replacement & Capital Investment	33,985,636	34,149,034	36,643,173	37,229,471
OC San Pipeline Rehabilitation	2,823,097	2,849,924	3,036,460	3,068,481
Pipeline Capacity Mgmt	12,552,108	12,671,389	12,808,111	12,944,921
OC San Future Treatment & Disposal Capacity	1,921,768	1,940,031	1,960,963	1,981,909
Brine Line Operating	2,219,372	2,240,462	2,288,059	2,312,437
Operating Cash	3,902,910	4,429,327	3,970,580	4,367,742
Total	\$60,356,381	\$61,259,705	\$63,719,032	\$64,948,817

# Transfers, Uses, and Contributions to/from Reserves

# Pipeline Replacement & Capital Investment

- Contribution of \$1,900,000
- SBVMWD Cost Share Agua Mansa \$562,152
- Prado Reservoir MAS Project (Orange County) \$210,010
- Use of Reserves Fund 328 (Agua Mansa Lateral Final) \$125,191
- Interest Earned of \$581,562

# OC San Pipeline Rehabilitation

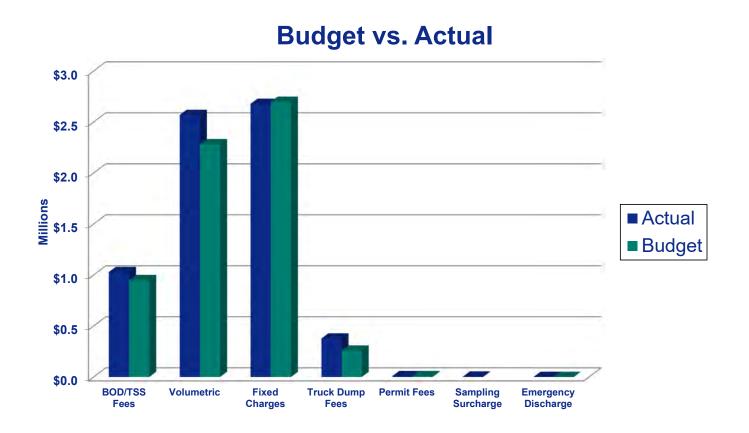
- Contribution of \$155,786
- Interest Earned of \$62,771

Interest Earned (All Reserve Funds) - \$1,393,269

# **Total Operating Revenues**

Source	Actual	Budget	Variance Positive/(Negative)
BOD/TSS Fees	\$1,028,480	\$950,425	\$78,055
Volumetric Fees	2,569,395	2,282,309	287,086
Fixed Charges	2,677,755	2,698,013	(20,258)
Truck Discharge	376,965	258,510	118,455
Permit Fees	7,900	7,900	0
Sampling Surcharge	3,761	0	3,761
Emergency Discharge Fees	234	0	234
Total Operating Revenues	\$6,664,490	\$6,197,157	\$467,333

## Operating Revenues vs. Budget

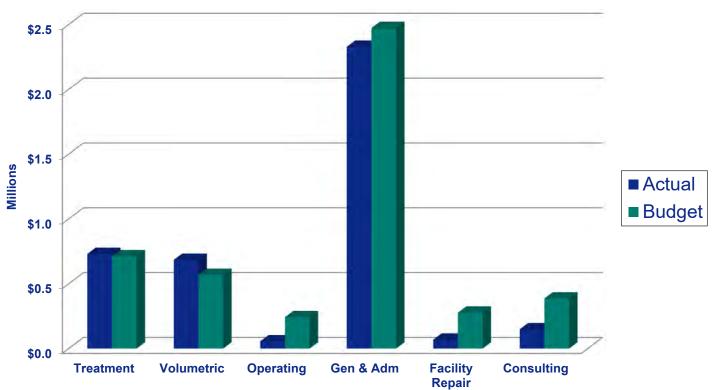


## **Total Operating Expenses**

Source	Actual	Budget	Variance Positive/(Negative)
Treatment Costs	(\$729,464)	(\$711,750)	(\$17,714)
Volumetric Costs	(684,055)	(567,561)	(116,494)
Operating Costs	(55,677)	(241,659)	185,982
General & Administration	(2,327,810)	(2,472,429)	144,619
Facility Repair & Maintenance	(68,461)	(276,779)	208,318
Consulting & Prof. Services	(148,676)	(386,250)	237,574
Total Operating Expenses	(\$4,014,143)	(\$4,656,428)	\$642,285

## Operating Expenses vs. Budget



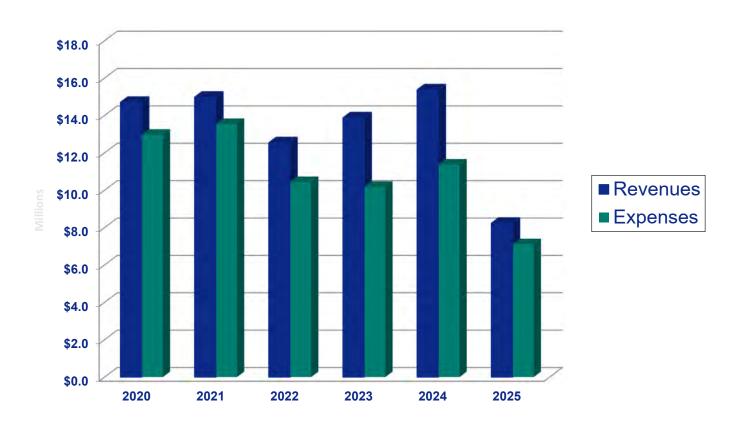


### Non-Operating Revenues and Expenses

Source	Actual	Budget	Variance Positive/(Negative)
Interest & Investments	\$1,393,269	\$336,500	\$1,056,769
Lease Capacity Revenue	174,543	0	174,543
Other Income	233	0	233
Debt Service	(1,044,273)	(1,044,273)	0
Contributions to Reserves	(2,055,786)	(2,055,786)	0
Total Non-Operating	(\$1,532,014)	(\$2,763,559)	\$1,231,545

FYE	Revenue	Expense	Net Gain (Loss)
2020	14,705,314	(12,973,136)	1,732,178
2021	14,979,869	(13,547,431)	1,432,438
2022	12,540,991	(10,440,350)	2,100,641
2023	13,875,754	(10,184,463)	3,691,291
2024*	15,375,569	(11,378,654)	3,996,915
2025	8,232,535	(7,114,202)	1,118,333

<sup>•</sup> Revenues for 2024 does not include capital contributions of \$2,1660,016 for the construction of the Agua Mansa Lateral which are one time revenue sources used to pay for construction.



## Enterprise Performance

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

	SAWPA Billed	OC San Billing	Difference
Total Flow (MG)	2,348.6551	2,331.000	17.6551
Total BOD (1,000 lbs)	458.6747	417.643	41.0317
Total TSS (1,000 lbs)	1,162.8757	1,136.724	26.1517
Flow - Pass through per MG	\$272.80	\$293.46	(\$20.66)
BOD cost per 1,000 lbs	\$396.00	\$395.62	\$0.38
TSS cost per 1,000 lbs	\$497.00	\$496.37	\$0.63

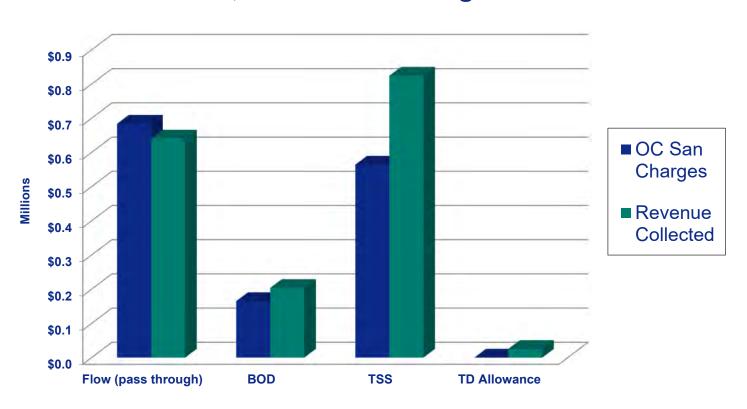
### Enterprise Performance

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

	Revenue Billed	OC San Charges	Difference
Flow (pass through)	\$640,713	\$684,056	(\$43,343)
BOD	203,994	165,228	38,766
TSS	824,487	564,235	260,252
TD Allowance	25,454	0	25,454
Total	\$1,694,648	\$1,413,519	\$281,129

### Enterprise Performance

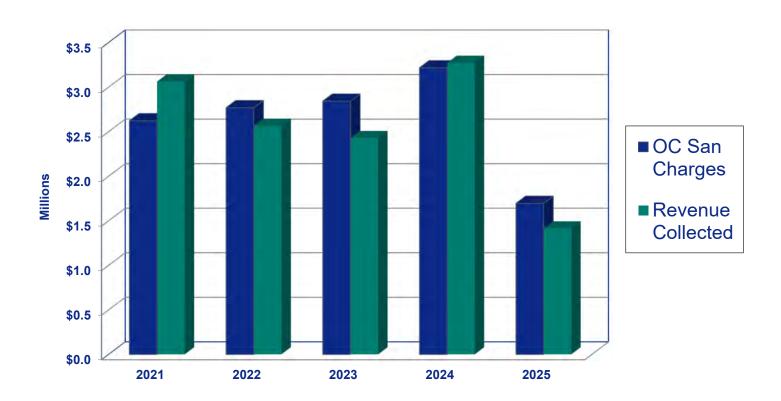
#### OC San Flow, BOD & TSS Charges vs. Revenue Billed



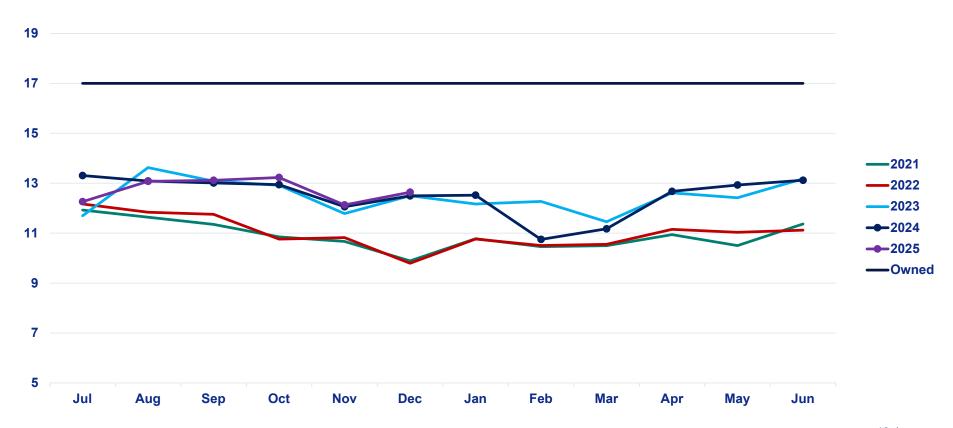
#### Flow, BOD & TSS Charges vs. Revenue Billed – Last 5 Years

FYE	Revenue Billed	OC San Charges	Difference
2021	\$3,061,944	\$2,621,142	\$440,802
2022	2,566,021	2,767,351	(201,330)
2023	2,427,005	2,841,389	(414,384)
2024	3,271,738	3,216,230	55,508
2025	1,694,648	1,413,519	281,129
Total	\$13,021,356	\$12,859,631	\$161,725

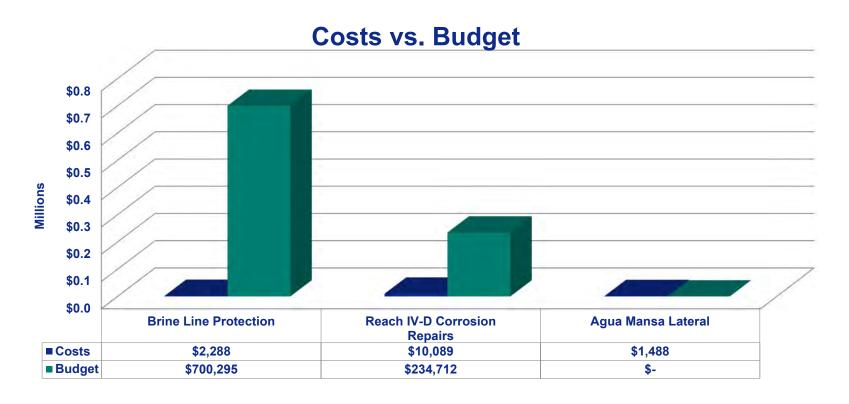
#### Flow, BOD & TSS Charges vs. Revenue Billed – Last 5 Years



# Average Daily Flow



## Capital Projects



# 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 Riverside County bank armoring

### Questions

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