

SAWPA

SANTA ANA WATERSHED PROJECT AUTHORITY

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

This meeting will be conducted in person at the address listed below. As a convenience to the public, members of the public may also participate virtually using one of the options set forth below. Any member of the public may listen to the meeting or make comments to the Committee using the call-in number or Zoom link below. 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.

Meeting Access Via Computer (Zoom):	Meeting Access Via Telephone:
 https://sawpa.zoom.us/j/85419934366 	• 1 (669) 900-6833
Meeting ID: 854 1993 4366	Meeting ID: 854 1993 4366

REGULAR MEETING OF THE PROJECT AGREEMENT 24 COMMITTEE TUESDAY, JUNE 3, 2025 – 10:00 A.M.

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

at

Eastern Municipal Water District Board Room 2270 Trumble Road Perris, CA 92570

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, June 2, 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.	All m	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: MAY 6, 2025
6.	CO	MMITTEE DISCUSSION/ACTION ITEMS
	Α.	 BRINE LINE SERVICE CONTRACTS (PA24#2025.13) Presenter: Daniel Vasquez Recommendation: That the Project Agreement 24 Committee authorize the General Manager to: 1. Issue a General Services Agreement and Task Order PAT240-02 to Patriot Environmental for Brine Line Debris Hauling Services for a period of two (2) years for the amount not-to-exceed \$81,748; and 2. Issue a General Services Agreement and Task Order UNIT240-01 to United Storm Water for Brine Line Debris Hauling Services for a period of two (2) years for the amount not-to-exceed \$86,750.
	В.	INLAND EMPIRE BRINE LINE DATA MANAGEMENT SYSTEM (PA24#2025.14)49 Presenter: Lucas Gilbert Recommendation: Receive and file.
7.		ORMATIONAL REPORTS ommendation: Receive for information.
	A.	BRINE LINE FINANCIAL REPORT – MARCH 2025
	В.	FINANCIAL REPORT FOR THE INLAND EMPIRE BRINE LINE ENTERPRICE/CIP FOR THE THIRD QUARTER ENDING MARCH 31, 2025
	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 May 29, 2025, a copy of this agenda has been uploaded to the SAWPA website at www.sawpa.gov and posted at the SAWPA's office, 11615 Sterling Avenue, Riverside, CA and EMWD Office at 2270 Trumble Road, Perris, CA 92570.

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, EMWD
July		August	
7/1/25	Regular Committee Meeting, WMWD	8/5/25	Regular Committee Meeting, SBVMWD
Septembe	r	October	
9/2/25	Regular Committee Meeting, IEUA	10/7/25	Regular Committee Meeting
November	•	December	
11/4/25	Regular Committee Meeting	12/2/25	Regular Committee Meeting

Page Intentionally Blank



PROJECT AGREEMENT 24 COMMITTEE

Inland Empire Brine Line

REGULAR MEETING MINUTES May 6, 2025

COMMITTEE MEMBERS PRESENT

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

COMMITTEE MEMBERS ABSENT

None

ALTERNATE COMMITTEE MEMBERS PRESENT [Non-Voting]

Gil Botello, San Bernardino Valley Municipal Water District Governing Board Craig Miller, Western Municipal Water District General Manager [via – zoom] Derek Kawaii, Western Municipal Water District

STAFF PRESENT

Jeff Mosher, Karen Williams, David Ruhl, Shavonne Turner, Dean Unger, John Leete, Sara Villa, Daniel Vasquez, Marie Jauregui, Natalia Gonzalez, Emily Fuentes

OTHERS PRESENT

Thomas S. Bunn, Lagerlof, LLP; Gene Wu, Lagerlof, LLP

1. CALL TO ORDER | PLEDGE OF ALLEGIANCE

The Regular Meeting of the PA 24 Committee was called to order at 10:44 a.m. by Chair T. Milford Harrison 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: APRIL 1, 2025

Recommendation: Approve as posted.

MOVED, to approve the Consent Calendar as posted.

Result: Adopted by Roll Call Vote

Motion/Second: Gardner/Paule

Ayes: Gardner, Hall, Harrison, Paule

Nays: None Abstentions: None Absent: None

6. COMMITTEE DISCUSSION/ACTION ITEMS

A. INLAND EMPIRE BRINE LINE RATE RESOLUTION (PA24#2025.11)

David Ruhl provided a presentation on the Inland Empire Brine Line Rate Resolution 2025-2, contained in the agenda packet on pages 19-32.

The current and proposed Fiscal Year 2025-26 Brine Line Rates for Flow, Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS), fixed pipe, and fixed treatment are shown in the table below. The proposed rates have been calculated using the financial model prepared in 2018 and are based on the approved two-year budget (FY 2025-26 and FY 2026-27).

Summary of FY 2024-25 (Current) Rates and FY 2025-26 (Proposed) Rates

Fiscal Year	Flow (MG)	BOD (1,000 lbs)	TSS (1,000 lbs)	Fixed Pipeline*	Fixed T&D*
Current FY 2024-25	\$1,097	\$396	\$497	\$6,654	\$13,505
Proposed FY 2025-26	\$1,119	\$416	\$522	\$6,787	\$13,775

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

The Brine Line rates include the cost that Orange County Sanitation District (OC San) charges SAWPA to treat and dispose of brine, which includes a Flow, BOD and TSS charge. The OC San Flow charge (\$308/MG) is included as part of the total SAWPA Brine Line Flow rate (\$1,119/MG). The OC San BOD and TSS charges are considered "pass-through" costs.

In April 2025, SAWPA received the proposed Brine Line rates from OC San (Flow, BOD, TSS) that include a 5% increase in their charges from last fiscal year. Due to the minor increase in the rates from OC San, SAWPA is able to maintain the proposed rate increase of 2% for Flow, Fixed Pipeline and Fixed Treatment and Disposal. Since BOD and TSS are pass through costs the rate for BOD and TSS will increase 5%.

The truck disposal rates will continue to be based on two (2) tiers: a Brine Tier and a Non-Brine Tier. These charges will increase 2.4% from FY 2024-25. The proposed Capacity Lease rates for FY 2025-26 will increase 2.0% from FY 2024-25 for discharges not exceeding 250 mg/L of BOD and 250 mg/L of TSS. Dischargers exceeding BOD and TSS, surcharge rate will increase by 5%. The proposed permit fees for FY 2025-26 remain unchanged from FY 2024-25.

Mr. Ruhl noted, if approved today, these rates and resolution will be taken for Commission approval on May 20. There was no discussion.

MOVED, that the Project Agreement 24 Committee recommends approval by the SAWPA Commission of Resolution No. 2025-2 establishing the Fiscal Year 2025-26 Inland Empire Brine Line Rates.

Result: Adopted by Roll Call Vote

Motion/Second: Hall/Gardner

Ayes: Gardner, Hall, Harrison, Slawson

Nays: None Abstentions: None Absent: None

B. SCADA SPECIFICATION DESIGN AND WORK PLAN AWARD (PA24#2025.12)

Daniel Vasquez provided a presentation on the Supervisory Control and Data Acquisition (SCADA) Specification Design and Work Plan Award, contained in the agenda packet on pages 35-46.

Mr. Vasquez noted that the SCADA design effort Request for Proposal (RFP) was brought forward to the PA 24 Committee for approval as part of the Brine Line Master Plan completed in December 2024. The SCADA system was identified as a key component of the Capital Improvement Plan (CIP), enabling the SAWPA to monitor various operational and environmental parameters remotely.

SCADA is a computer-based system used for real-time data monitoring and control. Allowing staff to remotely monitor key parameters such as flow, pH, Total Suspended Solids (TSS), Biochemical Oxygen Demand (BOD), and other water quality indicators. This enhances the ability to enforce pretreatment regulations and improves operational and maintenance insights. It will provide desktop dashboards displaying real-time data across all key monitoring points.

In March, the RFP was issued and received significant interest; thirty-two (32) downloads via PlanetBids, twenty-six (26) attendees at the pre-proposal meeting, and two (2) proposals submitted (SOAP Engineering and Dudek). The Selection Committee conducted a thorough evaluation, including interviews and reference checks. While SOEP Engineering submitted a lower-cost proposal, it failed to address several key requirements and omitted critical tasks outlined in the RFP. Dudek's proposal was determined to be the most responsive and comprehensive.

Mr. Vasquez noted that although firms such as Aviva, Schneider Electric, and Tetra Tech expressed interest, they were unable to participate due to current workloads. However, they conveyed willingness to be involved in the implementation phase of the SCADA system in the future.

Dudek is being recommended for the award. The implementation schedule is as follows, Design Specification and Work Plan from May through November timeframe. Staff will present the design work plan to the PA 24 Committee in December and then begin Phase 1 Implementation in from January through June 2026 timeframe and additional phases will follow.

Mr. Vasquez noted that it is anticipated to return with a request for proposals to conduct the SCADA installation. The bid-ready design documents will be prepared, and staff will be ready to move forward with a public bid for construction. The staff's recommendation is that the PA-24 Committee authorize the General Manager to execute the General Service Agreement and Task Order with Dudek, in the amount not to exceed \$155,924. There was no discussion.

MOVED, that the Project Agreement 24 Committee authorize the General Manager to execute a General Services Agreement and Task Order DUDK240-13 with Dudek in the amount not to exceed \$155,924 to provide professional services for the preparation of the SCADA Design Specification and Work Plan.

Result: Adopted by Roll Call Vote

Motion/Second: Gardner/Hall

Aves: Gardner, Hall, Harrison, Slawson

Nays: None Abstentions: None Absent: None

7. INFORMATIONAL REPORTS

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

A. BRINE LINE FINANCIAL REPORT – FEBRUARY 2025

B. GENERAL MANAGER REPORT

There were no comments/reports from the General Manager.

C. COMMITTEE MEMBERS COMMENTS

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.

Chair Harrison recessed the meeting at 11:05 a.m. for Closed Session.

9. CLOSED SESSION

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(paragraph (1) of subdivision (d) of Section 54956.9)

Name of case: Santa Ana Watershed Project Authority, etc., vs. Southern California Edison Company, et al., Riverside County Superior Court Case No. CVRI2406115

10. CLOSED SESSION REPORT

Chair Harrison resumed the Open Session at 11:19 a.m. and Legal Counsel, Thomas S. Bunn announced that the Committee received a report from Counsel; action was taken; however pursuant to Government Code Section 54957.1, there is no reportable action on Agenda Item No. 9.A.

11. ADJOURNMENT

There being no further business for review, Committee Chair T. Milford Harrison adjourned the Regular meeting at 11:20 a.m.

Approved at a Regular Meeting of the Project Agreement 24 Committee on June 3, 2025.

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

PA 24 COMMITTEE MEMORANDUM NO. 2025.13

DATE: June 3, 2025

TO: Project Agreement 24 Committee

(Inland Empire Brine Line)

SUBJECT: Brine Line Service Contracts

PREPARED BY: Daniel Vasquez, Operations Manager

RECOMMENDATION

That the Project Agreement 24 Committee authorize the General Manager to:

- 1. Issue a General Services Agreement and Task Order PAT240-02 to Patriot Environmental for Brine Line Debris Hauling Services for a period of two (2) years for the amount not-to-exceed \$81,748; and
- 2. Issue a General Services Agreement and Task Order UNIT240-01 to United Storm Water for Brine Line Debris Hauling Services for a period of two (2) years for the amount not-to-exceed \$86,750.

BACKGROUND

In February 2025, the Project Agreement 24 Committee (PA 24) directed staff to issue a Request for Proposals (RFP) for on-call debris hauling services necessary for Brine Line cleaning operations.

The on-call services are only compensated for work performed. Proposals have been received and a summary including amounts is provided below.

Vendor	Cost	Evaluation Score Total
Patriot Environmental	\$155,058	18.3
United Storm Water	\$202,800	15.5

Table 1: Proposal Ratings and Costs

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

DISCUSSION

Brine Line Debris Hauling Services

Two (2) proposals were received from Patriot Environmental and United Storm Water. Both firms demonstrated high qualifications. Due to the nature of the dewatering bin availability, both vendors were selected for award to diversify options during cleaning evolutions. SAWPA Staff met with and negotiated with both firms for revised amounts based on reduced quantities of services. An option for one (1) year extension is provided in each contract. The revised amounts can be seen below in Table 2.

Vendor	Revised Cost
Patriot	\$81,748
Environmental	
United	\$86,750
Stormwater	

Table 2: Revised Costs for Two (2) Contracts

Brine Line Service Contracts Summary

SAWPA staff have exercised the one (1) year extensions on On-Call Surveying Services and On-Call Line Draining and Emergency Services contracts. Table 3 below summarizes the status of all Brine Line Service Contracts.

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	6/30/2026	\$22,402	Active Contract - 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	6/30/2026	\$121,760	Active Contract - 1 Year Extension
Debris Hauling	Patriot Environmental	6/30/2027	\$81,748	New Contract
Debris Hauling	United Stormwater	6/30/2027	\$86,750	New Contract

Table 3: Brine Line Service Contracts Summary

RESOURCE IMPACTS

Funds for the Brine Line Service Contracts are included in FY 2025-26 and FY 2026-27 Brine Line budget for Fund 240 (Brine Line Enterprise).

Attachments:

- 1. PowerPoint Presentation
- 2. Patriot Environmental GSA and Task Order PAT240-02
- 3. United Storm Water GSA and Task Order UNIT240-01



Brine Line Service Contracts

PA 24 Committee
No. 6.A
Daniel Vasquez
Manager of Operations
June 3, 2025

Recommendation

That the Project Agreement 24 Committee authorize the General Manager to:

- 1.Issue a General Services Agreement and Task Order PAT240-02 to Patriot Environmental for Brine Line Debris Hauling Services for a period of two (2) years for the amount not-to-exceed \$81,748; and
- 2. Issue a General Services Agreement and Task Order UNIT240-01 to United Storm Water for Brine Line Debris Hauling Services for a period of two (2) years for the amount not-to-exceed \$86,750.

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.

Dewatering Bins for Brine Line Cleaning





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.

Debris Hauling Services RFP

- Two Proposals were received from United Stormwater and Patriot Environmental.
- Both firms were selected for a two (2) year award to improve availability of bins for cleaning operations. An option for one (1) year extension is provided for each contract.
- Quantity of services were revised to issue two contracts.

Proposer	Original Proposal Cost	Revised Cost	Contract End Date
United Storm Water	\$155,058	\$86,750	June 30, 2027
Patriot Environmental	\$202,800	\$81,748	June 30, 2027

Brine Line Service Contracts Summary

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	6/30/2026	\$22,402	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	6/30/2026	\$121,760	1 Year Extension
Debris Hauling	Patriot Environmental	6/30/2027	\$81,748	New Contract
Debris Hauling	United Storm Water	6/30/2027	\$86,750	New Contract

Recommendation

That the Project Agreement 24 Committee authorize the General Manager to:

- 1.Issue a General Services Agreement and Task Order PAT240-02 to Patriot Environmental for Brine Line Debris Hauling Services for a period of two (2) years for the amount not-to-exceed \$81,748; and
- 2.Issue a General Services Agreement and Task Order UNIT240-01 to United Storm Water for Brine Line Debris Hauling Services for a period of two (2) years for the amount not-to-exceed \$86,750.

Questions?

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





Page Intentionally Blank



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

This Agreement is made this **3**rd **day of June, 2025** by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Avenue, Riverside, CA 92503 and Patriot Environmental Services ("Contractor") whose address is 1250 23rd Street, Signal Hill, CA 90755.

RECITALS

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

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

AGREEMENT

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

ARTICLE I

TERM OF AGREEMENT

1.01 This agreement shall become effective on the date first above written and shall continue until **December 31, 2028**, 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 guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accident or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones.
- **4.04** Contractor shall procure and maintain for the duration of this Agreement and all Task Orders issued hereunder insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.
- 4.04(a) **Coverage -** Coverage shall be at least as broad as the following:
 - 1. Commercial General Liability (CGL) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars

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

- 2. Automobile Liability Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- 3. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **4.** Builders Risk (Course of Construction) Insurance covering all risks of loss for the completed value of the project with no co-insurance penalty provisions. SAWPA shall be named as a loss payee.
- 5. Contractor's Pollution Liability Insurance to provide coverage for bodily injury, property damage, defense, cleanup, and related defense costs as a result of pollution conditions (sudden/accidental or gradual) arising from operations performed by or on behalf of the Contractor. Such insurance shall have limits of no less than \$2,000,000 per occurrence and \$5,000,000 aggregate.
- **4.04(b) Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against SAWPA, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for SAWPA; but this provision applies regardless of whether or not SAWPA has received a waiver of subrogation from the insurer.
- **4.04(c)** If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, SAWPA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SAWPA.
- **4.04(d) Other Required Provisions -** The general liability policy must contain, or be endorsed to contain, the following provisions:
 - 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 AUTH	ORITY		
Jeffrey J. Mosher, General Manager	Date		
PATRIOT ENVIRONMENTAL SERVICES			
(Signature)	 Date	Typed/Printed Name	



SANTA ANA WATERSHED PROJECT AUTHORITY TASK ORDER NO. PAT240-02

CONTRACTOR: Patriot Environmental Services VENDOR NO.: 2338

1250 23rd Street Signal Hill, CA 90755

COST: \$81,748.00

PAYMENT: Upon Receipt of Proper Invoice

REQUESTED BY: Daniel Vasquez, Operations Manager June 3, 2025

FINANCE: _____ Karen Williams, Deputy GM/CFO Date

FINANCING SOURCE: Acct. Coding: 240-00-60159-00

Acct. Description: Facility Repair & Maintenance

COMMITTEE AUTHORIZATION REQUIRED FOR THIS TASK ORDER: YES (X) NO ()

Authorization: June 3, 2025; PA24#2025.13

This Task Order is issued upon approval and acceptance by the Santa Ana Watershed Project Authority (SAWPA) and Patriot Environmental Services (Contractor) pursuant to the General Services Agreement between SAWPA and Contractor, entered into on June 3, 2025, expiring December 31, 2028.

I. PROJECT NAME OR DESCRIPTION

On-Call Brine Line Debris Hauling Services

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Contractor shall provide all labor, materials, and equipment for the On-Call Brine Line Debris Hauling Services as described in the scope of work and cost proposal (Attachment A).

III. PERFORMANCE TIME FRAME

Contractor shall begin work July 1, 2025, and shall complete performance of such services by **June 30, 2027.**

IV. SAWPA LIAISON

Daniel Vasquez shall serve as liaison between SAWPA and Contractor.

V. COMPENSATION

For all services rendered by Contractor pursuant to this Task Order, Contractor shall receive a total not-to-exceed sum of **\$81,748.00**. Payment for such services shall be made monthly upon receipt of timely and proper invoices from Contractor, as required by the above-mentioned Agreement. Each such invoice shall be provided to SAWPA by Contractor within 15 days after the end of the month in which the services were performed.

VI. CONTRACT DOCUMENTS PRECEDENCE

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

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

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

SANTA ANA WATERSHED PROJECT AUTH	ORITY	
Jeffrey J. Mosher, General Manager	Date	
PATRIOT ENVIRONMENTAL SERVICES		
(Signature)	Date	Print/Type Name and Title

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 dewatering bin , ramp, and spill protection cover at Colton Wastewater Treatment Plant in Colton, CA, including set-up. Size:cubic yards (Minimum Size 15 cubic yards)	1	Each	\$3,257	\$3,257
b. Price to provide additional dewatering bins , ramp, and spill protection cover at Colton Wastewater Treatment Plant in Colton, CA, including set-up as requested by OWNER	1	Each	\$3,257	\$3,257
c. Price to remove roll-off dewatering bin to a disposal site from Colton Wastewater Treatment Plant in Colton, CA	2	Each	\$1,333	\$2,666
d. Price to provide one roll-off standard bin, ramp, and spill protection cover, including plastic liner(s) at Colton Wastewater Treatment Plant in Colton, CA, including set-up. Size:cubic yards (Minimum Size 15 cubic yards)	1	Each	\$2,633	\$2,633
e. Price to provide additional roll-off standard bins, ramp, and spill protection cover, including plastic liner(s) at Colton Wastewater Treatment Plant in Colton, CA, including set-up as requested by OWNER.	8	Each	\$2,633	\$21,064
f. Price to remove roll-off standard bin to a disposal site from Colton Wastewater Treatment Plant in Colton, CA, including solids thickening to allow for proper disposal at a local landfill.	8	Each	\$1,333	\$10,664

g. Price to provide one dewatering bin , ramp, and spill protection cover at IEUA	1	Each	\$3,257	\$3,257
RP-2 in Chino, CA. Size:cubic yards (Minimum Size 15 cubic yards)	1	Lacii	Ψ3,237	Ψ3,237
h. Price to provide additional dewatering bins , ramp, and spill protection cover at IEUA RP-2 in Chino, CA, including set-up as requested by OWNER	2	Each	\$3,257	\$6,514
i. Price to remove dewatering bin to a disposal site from IEUA RP-2 in Chino, CA	2	Each	\$1,333	\$2,666
j. Price to provide one dewatering bin , ramp, and spill protection cover at Reach 4B Temescal Channel Access Road in Corona, CA Size:cubic yards (Minimum Size 15 cubic yards)	1	Each	\$3,257	\$3,257
k. Price to provide additional dewatering bins, ramp, and spill protection cover at Reach 4B Temescal Channel Access Road in Corona, CA, including set-up as requested by OWNER	2	Each	\$3,257	\$6,514
Price to remove dewatering bin to a disposal site from Reach 4B Temescal Channel Access Road in Corona, CA.	3	Each	\$1,333	\$3,999
Price to extend holding time of any bin delivered for 1 Month	12	Each	\$1,000	\$12,000
Total for Debris Hauling GRAND TOTAL			\$81,748	

1. Debris Hauling		
TOTAL (In Words):		
GRAND TOTAL (In Words): _		
The enclosed proposal includes the	ne following <u>required</u> sub	mittals.
 (1) Cost Proposal Form (Attacl (2) Non-Collusion Affidavit (A (3) Acknowledgement of Insur (4) Copies of <u>All</u> Addendum C 	Attachment B) ance Requirements (Attach	<i>'</i>
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		

Page Intentionally Blank



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

This Agreement is made this **3**rd **day of June, 2025** by and between the Santa Ana Watershed Project Authority ("SAWPA") located at 11615 Sterling Avenue, Riverside, CA 92503 and United Storm Water, Inc. ("Contractor") whose address is 1400 East Valley Boulevard, City of Industry, CA 91746.

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, 2028**, 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 guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accident or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures. The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones.
- **4.04** Contractor shall procure and maintain for the duration of this Agreement and all Task Orders issued hereunder insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.
- 4.04(a) **Coverage -** Coverage shall be at least as broad as the following:
 - 1. Commercial General Liability (CGL) Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars

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

- 2. Automobile Liability Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
- 3. Workers' Compensation Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- **4.** Builders Risk (Course of Construction) Insurance covering all risks of loss for the completed value of the project with no co-insurance penalty provisions. SAWPA shall be named as a loss payee.
- 5. Contractor's Pollution Liability Insurance to provide coverage for bodily injury, property damage, defense, cleanup, and related defense costs as a result of pollution conditions (sudden/accidental or gradual) arising from operations performed by or on behalf of the Contractor. Such insurance shall have limits of no less than \$2,000,000 per occurrence and \$5,000,000 aggregate.
- **4.04(b) Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against SAWPA, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for SAWPA; but this provision applies regardless of whether or not SAWPA has received a waiver of subrogation from the insurer.
- **4.04(c)** If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, SAWPA requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to SAWPA.
- **4.04(d) Other Required Provisions -** The general liability policy must contain, or be endorsed to contain, the following provisions:
 - 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 seg.) 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				
UNITED STORM WATER, INC.					
(Signature)	 Date	Typed/Printed Name	_		



SANTA ANA WATERSHED PROJECT AUTHORITY TASK ORDER NO. UNIT240-01

CONTRACTOR: United Storm Water, Inc. VENDOR NO.: 1771

1400 East Valley Boulevard City of Industry, CA 91746

COST: \$86,750.00

PAYMENT: Upon Receipt of Proper Invoice

REQUESTED BY: Daniel Vasquez, Operations Manager June 3, 2025

FINANCE: _____ Karen Williams, Deputy GM/CFO Date

FINANCING SOURCE: Acct. Coding: 240-00-60159-00

Acct. Description: Facility Repair & Maintenance

COMMITTEE AUTHORIZATION REQUIRED FOR THIS TASK ORDER: YES (X) NO ()

Authorization: June 3, 2025; PA24#2025.13

This Task Order is issued upon approval and acceptance by the Santa Ana Watershed Project Authority (SAWPA) and United Storm Water, Inc. (Contractor) pursuant to the General Services Agreement between SAWPA and Contractor, entered into on June 3, 2025, expiring December 31, 2028.

I. PROJECT NAME OR DESCRIPTION

On-Call Brine Line Debris Hauling Services

II. SCOPE OF WORK / TASKS TO BE PERFORMED

Contractor shall provide all labor, materials, and equipment for the On-Call Brine Line Debris Hauling Services as described in the scope of work and cost proposal (Attachment A).

III. PERFORMANCE TIME FRAME

Contractor shall begin work July 1, 2025, and shall complete performance of such services by **June 30, 2027.**

IV. SAWPA LIAISON

Daniel Vasquez shall serve as liaison between SAWPA and Contractor.

V. COMPENSATION

For all services rendered by Contractor pursuant to this Task Order, Contractor shall receive a total not-to-exceed sum of **\$86,750.00**. Payment for such services shall be made monthly upon receipt of timely and proper invoices from Contractor, as required by the above-mentioned Agreement. Each such invoice shall be provided to SAWPA by Contractor within 15 days after the end of the month in which the services were performed.

VI. CONTRACT DOCUMENTS PRECEDENCE

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

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

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

SANTA ANA WATERSHED PROJECT AUTHORITY						
Jeffrey J. Mosher, General Manager	Date					
UNITED STORM WATER, INC.						
(Signature)	 Date	Print/Type Name and Title				

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 dewatering bin , ramp, and spill protection cover at Colton Wastewater Treatment Plant in Colton, CA, including set-up. Size:cubic yards (Minimum Size 15 cubic yards)	1	Each	\$5,200	\$5,200
b. Price to provide additional dewatering bins , ramp, and spill protection cover at Colton Wastewater Treatment Plant in Colton, CA, including set-up as requested by OWNER	1	Each	\$3,200	\$3,200
c. Price to remove roll-off dewatering bin to a disposal site from Colton Wastewater Treatment Plant in Colton, CA	2	Each	\$5,400	\$10,800
d. Price to provide one roll-off standard bin, ramp, and spill protection cover, including plastic liner(s) at Colton Wastewater Treatment Plant in Colton, CA, including set-up. Size:cubic yards (Minimum Size 15 cubic yards)	1	Each	\$1,450	\$1,450
e. Price to provide additional roll-off standard bins, ramp, and spill protection cover, including plastic liner(s) at Colton Wastewater Treatment Plant in Colton, CA, including set-up as requested by OWNER.	8	Each	\$950.00	\$7600
f. Price to remove roll-off standard bin to a disposal site from Colton Wastewater Treatment Plant in Colton, CA, including solids thickening to allow for proper disposal at a local landfill.	8	Each	\$2,450	\$19,600

ramp, and spill protection cover at IEUA	1	Each	\$4,500	\$4,500
RP-2 in Chino, CA. Size:cubic yards (Minimum Size 15 cubic yards)	_		4 1,0 0 0	+ 1,0 0 0
h. Price to provide additional dewatering				
bins , ramp, and spill protection cover at IEUA RP-2 in Chino, CA, including set-up as requested by OWNER	2	Each	\$3,200	\$6,400
i. Price to remove dewatering bin to a disposal site from IEUA RP-2 in Chino, CA	2	Each	\$5,400	\$10,800
j. Price to provide one dewatering bin ,				
ramp, and spill protection cover at Reach				
4B Temescal Channel Access Road in	1	Each	\$5,200	\$5,200
Corona, CA Size:cubic yards				
(Minimum Size 15 cubic yards)				
k. Price to extend holding time of any bin				
delivered for 1 Month	12	Each	\$1,000	\$12,000
Total for Debris Hauling				
GRAND TOTAL				\$86,750

1. Debris Hauling TOTAL (In Words):		
GRAND TOTAL (In Words):		
The enclosed proposal includes the	ne following <u>required</u> sub	mittals.
 Cost Proposal Form (Attack Non-Collusion Affidavit (A Acknowledgement of Insur Copies of <u>All</u> Addendum C 	attachment B) ance Requirements (Attach	*
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

Page Intentionally Blank

PA 24 COMMITTEE MEMORANDUM NO. 2025.14

DATE: June 3, 2025

TO: Project Agreement 24 Committee

(Inland Empire Brine Line)

SUBJECT: Inland Empire Brine Line Data Management System

PREPARED BY: Lucas Gilbert, Manager of Permitting and Pretreatment

RECOMMENDATION

Receive and File.

DISCUSSION

In February 2025, the PA 24 Committee authorized SAWPA to release a Request for Proposal (RFP) for the replacement of its existing Database Management System (DMS). Since 2014, the SAWPA's Pretreatment Program has utilized a DMS software platform known as iPACs. The iPACs system is built on the Microsoft .NET framework, which Microsoft has announced will be sunset by December 2025. Consequently, the iPACs system will no longer be supported beyond that date.

A reliable DMS is critical for administering the Agency's Industrial Pretreatment Program in compliance with the Code of Federal Regulations (§40 CFR 403). The RFP required, at a minimum, the following services:

- Software development and configuration of a new DMS
- Installation and testing of the application
- Training and documentation
- Ongoing technical support

The new DMS will be accessible remotely via the internet by Member Agencies and other participating organizations in the Pretreatment Program. Additionally, it will improve data entry efficiency and support Cross-Media Electronic Reporting Rule (CROMERR) certification, enabling compliant electronic submittals to the U.S. EPA.

A total of thirty-three (33) firms downloaded the RFP from PlanetBids, and three (3) proposals were ultimately submitted:

- Klir
- Horus Technology
- NJBSoft, LLC

A Selection Committee comprised of SAWPA staff conducted a thorough evaluation of all proposals. Proposals were evaluated based on criteria outlined in the RFP, including:

- Adherence to submission guidelines
- Project understanding and technical approach
- Relevant qualifications and experience
- Level of effort
- References

Cost proposals were also reviewed and factored into the final scores. The results are summarized below:

<u>Firm</u>	Year One Fee Proposal	<u>Score</u>	
Klir	\$63,242	90	
Horus Technology	\$112,000	40	
NJBSoft, LLC	\$87,400	65	

Klir received the highest combined score and unanimous support from the Selection Committee as the most qualified vendor.

Following the interview with Klir, no changes were made to the proposed scope or fee. Although some required features are not yet available in Klir's current system, these elements are included in their development roadmap and are scheduled to be implemented prior to the SAWPA's go-live date.

NEXT STEPS

The following implementation milestones are anticipated based on the project start date of June 2025:

- Kickoff
 - Scheduled for: Mid-June 2025
- Discovery Phase
 - Duration: Late June to Early July 2025
- Customer Management Configuration
 - Duration: Early July to Early August 2025
- Customer Enforcement Module Implementation
 - Duration: Mid-August to Mid-September 2025
- Proactive Insights Development
 - o Duration: Mid-September to Mid-October 2025
- Training and Final Preparation
 - Duration: Late October to Mid-November 2025
- Full System Launch
 - Targeted for: Mid to Late November 2025

RESOURCE IMPACTS

Funds to cover the software are included in the Fiscal Year (FY) 24-25 and FY 25-26 Budget Fund 240 (Brine Line Enterprise).

Attachments:

1. Power Point Presentation



Inland Empire Brine Line Data Management System

PA 24 Committee
Agenda Item No. 6.B
Lucas Gilbert
Manager of Permitting and Pretreatment
June 3, 2025

Recommendation

Receive and File.

Pretreatment Program Summary

- SAWPA is the OC San's Delegated Control Authority for the Pretreatment Program in the Brine Line service area.
- SAWPA administers the program along with its Member Agencies
 (4) and contract agencies (4).

Pretreatment Program Organization



Pretreatment Program Summary

 SAWPA, along with the Agencies, permit 47 industrial facilities that discharge to the Brine Line along with an additional 8 Liquid Waste Haulers.

Permits	Number
Direct	32
Indirect	15
Liquid Waste Hauler	8
Total	55

Pretreatment Program Summary

Monitoring and Inspections	Number
Sampling Events	412
Parameters Sampled	310
Analytical Results	12,621
Inspections	165

- Regulatory oversite of these permitted facilities include sampling of the discharge to the Brine Line and inspection of each facility.
- All of these regulatory functions develop a considerable amount of records that must be stored properly to ensure adequate access and security.
- Since November 1, 2024, around 1,200 documents have been created by the pretreatment program.

Document Management System - iPACS

- Since July 1, 2014, SAWPA has employed a software called iPACS.
- SAWPA and Agency staff use iPACS to create tasks, manage pretreatment items, and upload and store records for each task for ready access by all appropriate staff.
 - 24 active users across SAWPA and the Agencies use iPACS for the Brine Line Pretreatment Program.

Document Management System - iPACS

- iPACS was developed on the Microsoft.Net framework, which is being sun-setted by Microsoft in December of 2025.
- iPACS will no longer be supported by Microsoft and therefore can no longer be employed as the Brine Line Database Management System (DMS).
- To ensure continued support of the pretreatment program a new DMS software needed to be selected and implemented before December 2025.

Document Management System - RFP

- Released in February 2025
- The RFP required, at a minimum, the following services:
 - Software development and configuration of a new DMS
 - Installation and testing of the application
 - Training and documentation
 - Ongoing technical support

Selection Process

A total of thirty-three (33) firms downloaded the RFP from PlanetBids, and three (3) proposals were ultimately submitted:

- Klir
- Horus Technology
- NJBSoft, LLC

Proposals were evaluated based on criteria outlined in the RFP, including:

- Adherence to submission guidelines
- Project understanding and technical approach
- Relevant qualifications and experience
- References

Selection Process

Klir received the highest combined score and was selected as the DMS.

<u>Firm</u>	Year One Fee Proposal	<u>Score</u>
Klir	\$63,242	90
Horus Technology	\$112,000	40
NJBSoft, LLC	\$87,400	65

Next Steps

The following implementation milestones are anticipated based on the project start date of June 2025:

- Kickoff
 - Anticipated for: Mid-June 2025
- Discovery Phase
 - Duration: Late June to Early July 2025
- Customer Management Configuration
 - Duration: Early July to Early August 2025
- Customer Enforcement Module Implementation
 - Duration: Mid-August to Mid-September 2025
- Proactive Insights Development
 - Duration: Mid-September to Mid-October 2025
- Training and Final Preparation
 - Duration: Late October to Mid-November 2025
- Full System Launch
 - Targeted for: Mid to Late November 2025

Recommendation

Receive and File.

Questions?

Lu cas Gilbert
Santa Ana Watershed Project Authority
Office (951) 354-4245 | Cell (951) 415-5572
Igilbert@sawpa.gov
sawpa.gov





Santa Ana Watershed Project Authority PA24 - Brine Line - Financial Report March 2025

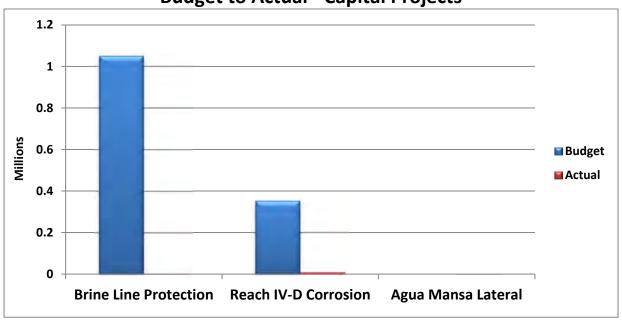
Staff comments provided on the last page are an integral part of this report.

Overview	This report highlights the Brine Line's key financial indicators for the Fiscal Year-to-Date (FYTD) through March 2025 unless otherwise noted.

Brine Line - Capital Projects

Budget to Actual – Capital Projects				Favorable
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Brine Line Protection	\$1,400,590	\$1,050,443	\$2,801	\$1,047,642
Reach IV-D Corrosion	469,423	352,067	10,251	341,816
Agua Mansa Lateral	-	-	1,488	(1,488)
Total Capital Costs	\$1,870,013	\$1,402,510	\$14,540	\$1,387,970

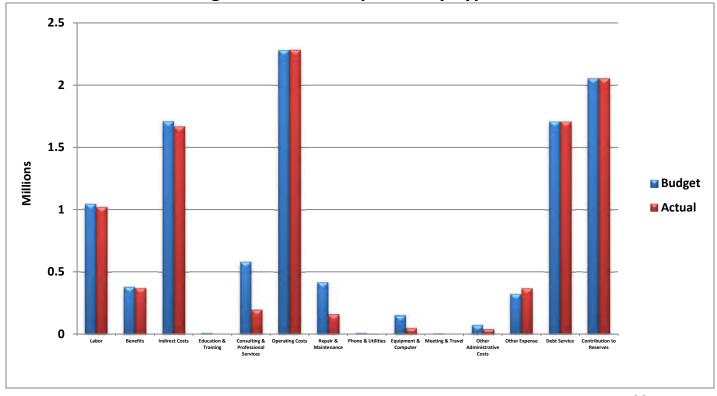
Budget to Actual - Capital Projects



Brine Line – Operating

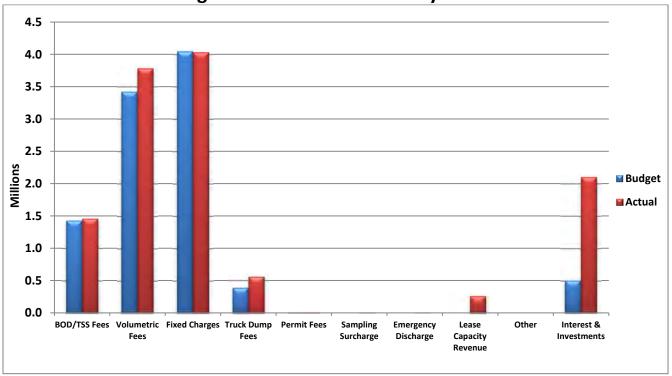
Budget to Actual - Ex	Favorable			
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance
Labor	\$1,392,817	\$1,044,613	\$1,019,888	\$24,725
Benefits	507,443	380,582	371,239	9,343
Indirect Costs	2,278,716	1,709,037	1,668,536	40,501
Education & Training	15,225	11,419	-	11,419
Consulting & Prof Svcs	772,500	579,375	199,071	380,304
Operating Costs	3,041,939	2,281,454	2,284,587	(3,133)
Repair & Maintenance	553,558	415,169	160,975	254,194
Phone & Utilities	13,200	9,900	6,214	3,686
Equip & Computers	204,167	153,125	51,585	101,540
Meeting & Travel	7,700	5,775	1,126	4,649
Other Admin Costs	98,988	74,241	40,202	34,039
Other Expense	426,597	319,948	366,349	(46,401)
Debt Service	1,709,476	1,709,476	1,709,476	-
Contribution to Reserves	2,055,786	2,055,786	2,055,786	-
Total	\$13,078,112	\$10,749,900	\$9,935,034	\$814,866

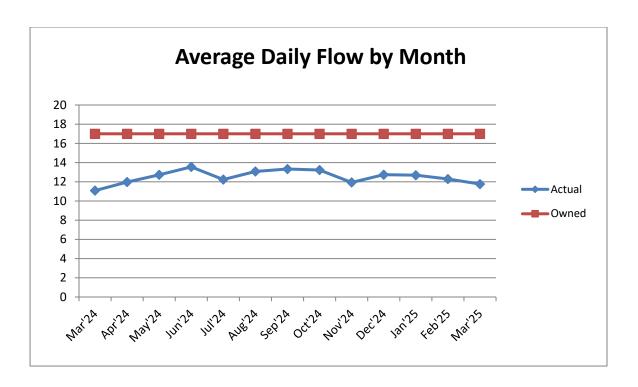
Budget to Actual - Expenses by Type



Budget to Actual - Rev	②	Favorable			
	Annual Budget	FYTD Budget	FYTD Actual	Favorable (Unfavorable) Variance	
BOD/TSS Fees	\$1,900,850	\$1,425,638	\$1,454,177	\$28,539	
Volumetric Fees	4,564,617	3,423,463	3,784,194	360,731	
Fixed Charges	5,396,025	4,047,019	4,033,572	(13,447)	
Truck Dump Fees	517,020	387,765	558,141	170,376	
Permit Fees	26,600	7,900	10,100	2,200	
Sampling Surcharge	-	-	7,028	7,028	
Emergency Discharge Fees	-	-	5,261	5,261	
Lease Capacity Revenue	-	-	261,815	261,815	
Other Revenue	-	-	307	307	
Interest & Investments	673,000	504,751	2,103,861	1,599,110	
Total	\$13,078,112	\$9,796,536	\$12,218,456	\$2,421,920	

Budget to Actual - Revenues by Source



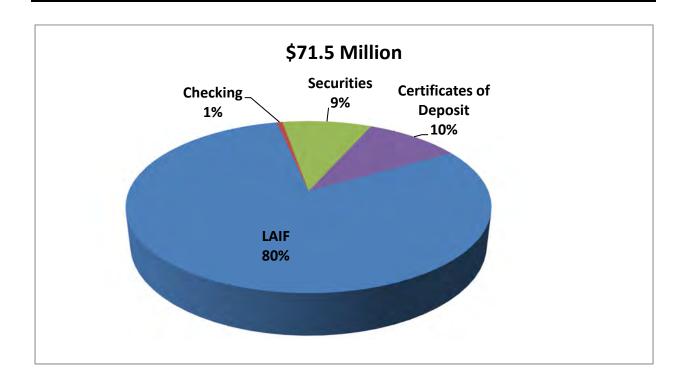


Total Discharge by Agency (in million gallons)

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

Discharger	Jan'25	Feb'25	Mar'25	Apr'25	May'25	Jun'25	Total
Chino Desalter Authority	100.6980	95.1810	102.8871			-	960.3072
Eastern Municipal Water District	97.6937	100.1684	103.3880				944.1892
Inland Empire Utilities Agency	13.6921	13.0670	13.6646				127.8062
San Bernardino Valley MWD	43.5330	41.0792	47.5985				400.3360
Western Municipal Water District	122.0981	103.8978	105.2720				1,007.1849
SAWPA Adjustment	0.0000	0.0000	0.0000				6.5000
Truck Discharge	2.9594	2.8757	3.6734				30.5227
Total	380.6743	356.2691	376.4836			<u>-</u>	3,476.8462

Total Cash & Investments



Reserve Fund Balance						
	Amount					
Debt Retirement	\$3,077,423					
Pipeline Replacement & Capital Investment	37,634,865					
OC San Pipeline Rehabilitation	3,102,321					
Pipeline Capacity Management	13,087,674					
OC San Future Treatment & Disposal Capacity	2,003,765					
YVWD Treatment Purchase	4,485,897					
Brine Line Operating	2,337,938					
Brine Line Operating Cash	5,740,510					
Total Reserves	\$ 71,470,393					

Legend

Compared to Budget

Ahead or Favorable

Above +5% Favorable Revenue or Expense

Variance

0

On Track +5% to -2% Variance

1

Behind -3% to -5% Variance

2

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 99% below budget. Operating Expenses are 8.6% below budget and Revenues are 24.7% above budget.



Financial Report for the Inland Empire Brine Line Enterprise/CIP for the 3rd Quarter Ending March 31, 2025

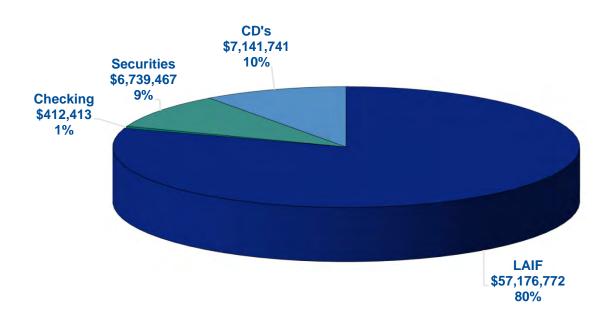
Agenda

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

1 | sawpa.gov

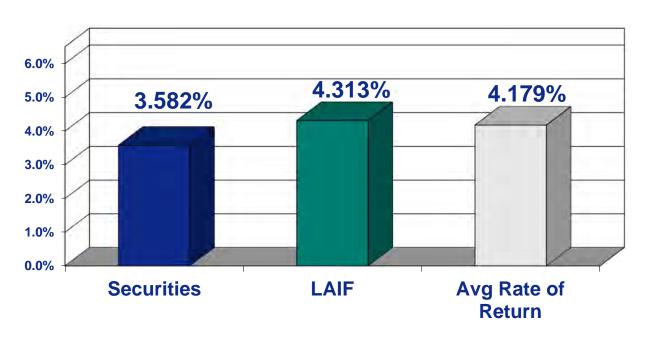
Cash & Investments

\$71,470,393



Cash & Investments

Interest Rate Analysis



Reserve Account Balance

Reserve Account	Balance
Debt Retirement	\$3,077,423
Pipeline Replacement & Capital Investment	37,634,865
OC San Pipeline Rehabilitation	3,102,321
Pipeline Capacity Management	13,087,674
OC San Future Treatment & Disposal Capacity	2,003,765
YVWD Treatment Purchase	4,485,897
Brine Line Operating	2,337,938
Operating Cash	5,740,510
Total Reserves	\$71,470,393

Reserve Account Balance

Reserve	Balance @ 06/30/2024	Balance @ 09/30/2024	Balance @ 12/31/2024	Balance @ 03/31/2025
Debt Retirement	\$2,979,538	\$3,011,686	\$3,043,856	\$3,077,423
Pipeline Replacement & Capital Investment	34,149,034	36,643,173	37,229,471	37,634,865
OC San Pipeline Rehabilitation	2,849,924	3,036,460	3,068,481	3,102,321
Pipeline Capacity Mgmt	12,671,389	12,808,111	12,944,921	13,087,674
OC San Future Treatment & Disposal Capacity	1,940,031	1,960,963	1,981,909	2,003,765
YVWD Treatment Purchase	0	0	0	4,485,897
Brine Line Operating	2,240,462	2,288,059	2,312,437	2,337,938
Operating Cash	4,429,327	3,970,580	4,367,742	5,740,510
Total	\$61,259,705	\$63,719,032	\$64,948,817	\$71,470,393

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 \$991,028

OC San Pipeline Rehabilitation

- Contribution of \$155,786
- Interest Earned of \$96,611

YVWD Treatment Purchase

Purchase of treatment capacity of \$4,485,897

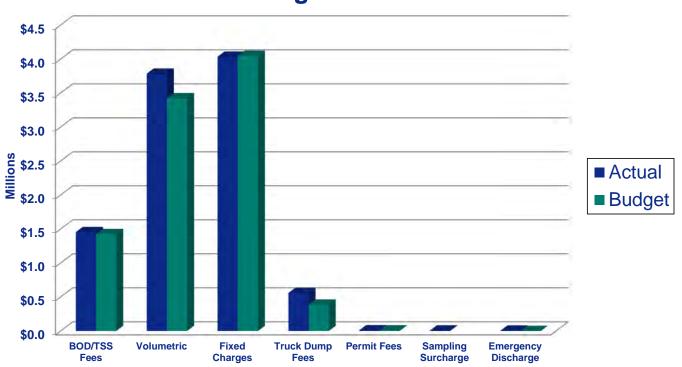
Interest Earned (All Reserve Funds) - \$2,103,861

Total Operating Revenues

Source	Actual	Budget	Variance Positive/(Negative)
BOD/TSS Fees	\$1,454,177	\$1,425,638	\$28,539
Volumetric Fees	3,784,194	3,423,463	360,731
Fixed Charges	4,033,572	4,047,019	(13,447)
Truck Discharge	558,141	387,765	170,376
Permit Fees	10,100	7,900	2,200
Sampling Surcharge	7,028	0	7,028
Emergency Discharge Fees	5,261	0	5,261
Total Operating Revenues	\$9,852,473	\$9,291,785	\$560,688

Operating Revenues vs. Budget

Budget vs. Actual

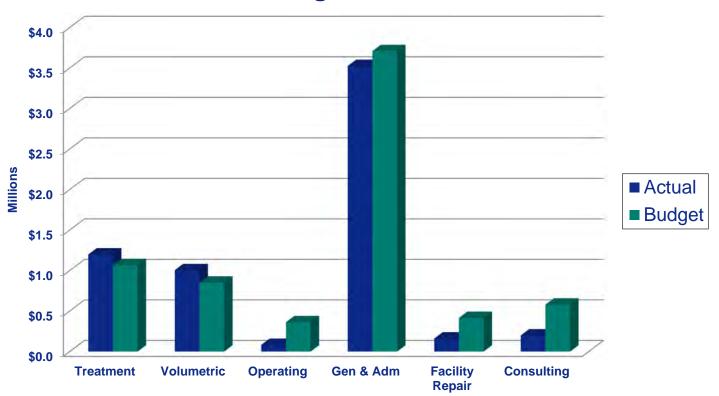


Total Operating Expenses

Source	Actual	Budget	Variance Positive/(Negative)
Treatment Costs	(\$1,198,107)	(\$1,067,625)	(\$130,482)
Volumetric Costs	(1,004,393)	(851,341)	(153,052)
Operating Costs	(82,087)	(362,488)	280,401
General & Administration	(3,525,139)	(3,708,640)	183,501
Facility Repair & Maintenance	(160,975)	(415,169)	254,194
Consulting & Prof. Services	(199,071)	(579,375)	380,304
Total Operating Expenses	(\$6,169,772)	(\$6,984,638)	\$814,866

Operating Expenses vs. Budget

Budget vs. Actual



Non-Operating Revenues and Expenses

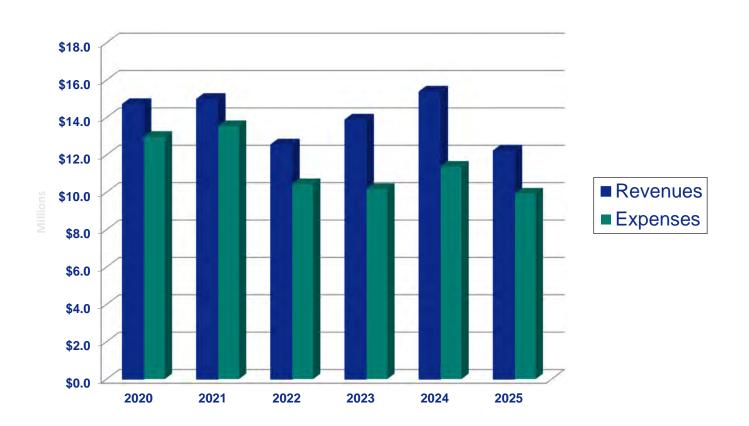
Source	Actual	Budget	Variance Positive/(Negative)
Interest & Investments	\$2,103,861	\$504,751	\$1,599,110
Lease Capacity Revenue	261,815	0	261,815
Other Income	307	0	307
Debt Service	(1,709,476)	(1,709,476)	0
Contributions to Reserves	(2,055,786)	(2,055,786)	0
Total Non-Operating	(\$1,399,279)	(\$3,260,511)	\$1,861,232

5 Year Enterprise Performance

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	12,218,456	(9,935,034)	2,283,422

[•] Revenues for 2024 does not include capital contributions of \$2,166,016 for the construction of the Agua Mansa Lateral which are one time revenue sources used to pay for construction.

5 Year Enterprise Performance



Enterprise Performance

Flow, BOD, TSS Actual vs. OC San Billing

	SAWPA Billed	OC San Billing	Difference
Total Flow (MG)	3,424.5834	3,422.59	1.9934
Total BOD (1,000 lbs)	729.3841	699.863	29.5211
Total TSS (1,000 lbs)	1,898.3156	1,855.929	42.3866
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

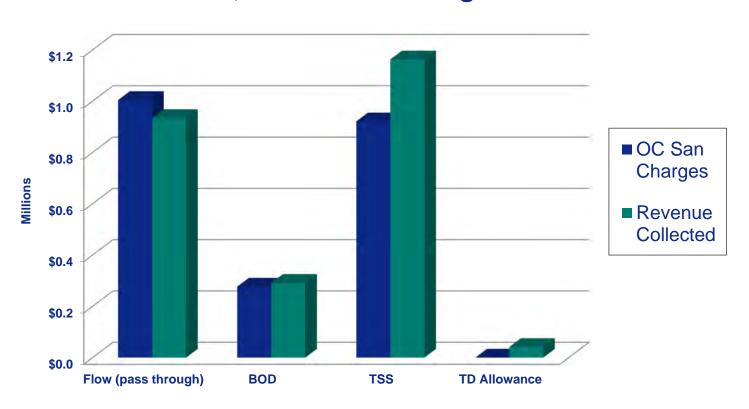
Enterprise Performance

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

	Revenue Billed	OC San Charges	Difference
Flow (pass through)	\$934,226	\$1,004,394	(\$70,168)
BOD	291,541	276,880	14,661
TSS	1,162,636	921,227	241,409
TD Allowance	41,409	0	41,409
Total	\$2,429,812	\$2,202,501	\$227,311

Enterprise Performance

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



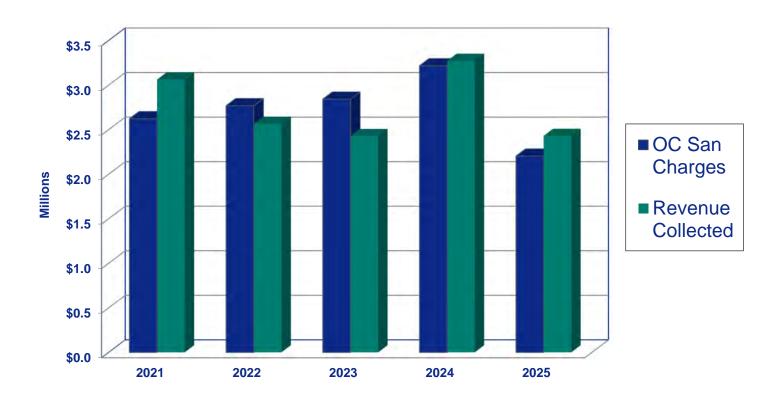
5 Year Enterprise Performance

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

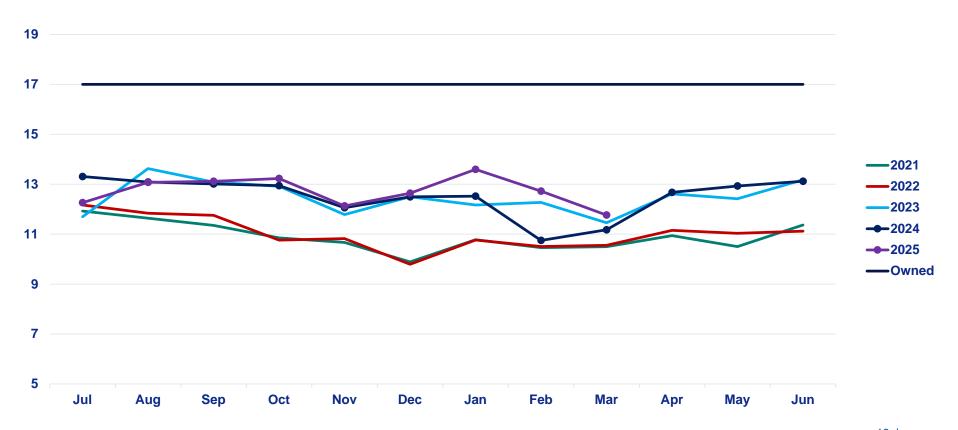
FYE	Revenue Billed	OC San Charges	Difference
2021	\$3,061,944	\$2,621,142	\$440,802
2022	2,566,021	2,767,351	(201,330)
2023	2,427,005	2,841,389	(414,384)
2024	3,271,738	3,216,230	55,508
2025	2,429,812	2,202,501	227,311
Total	\$13,756,520	\$13,648,613	\$107,907

5 Year Enterprise Performance

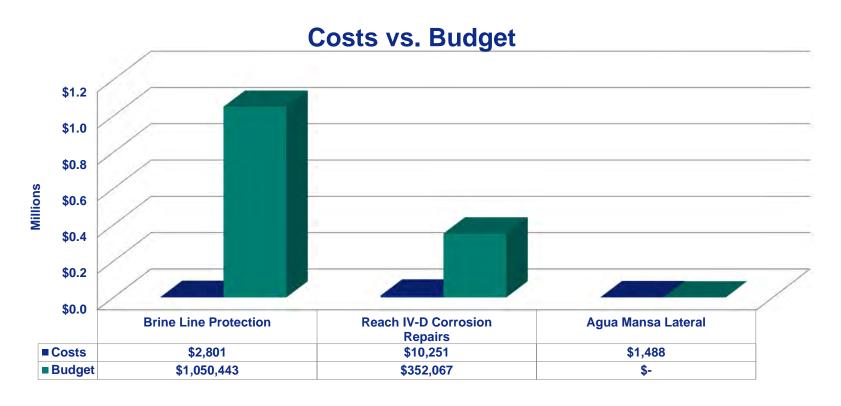
Flow, BOD & TSS Charges vs. Revenue Billed – Last 5 Years



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

Karen Williams
Santa Ana Watershed Project Authority
Office (951) 354-4231 | Cell (951) 476-5022
kwilliams@sawpa.org
sawpa.gov



