



**ENGINEERING, OPERATIONS, AND  
WATER RESOURCES  
COMMITTEE MEETING  
OF THE BOARD OF DIRECTORS  
INLAND EMPIRE UTILITIES AGENCY\*  
AGENCY HEADQUARTERS, CHINO, CALIFORNIA**

**WEDNESDAY, FEBRUARY 14, 2018  
9:45 A.M.**

*Or immediately following the  
Community & Legislative Affairs  
Committee Meeting*

**CALL TO ORDER**

**PUBLIC COMMENT**

Members of the public may address the Board on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code. Those persons wishing to address the Board on any matter, whether or not it appears on the agenda, are requested to complete and submit to the Board Secretary a "Request to Speak" form which is available on the table in the Board Room. Comments will be limited to five minutes per speaker. Thank you.

**ADDITIONS TO THE AGENDA**

In accordance with Section 54954.2 of the Government Code (Brown Act), additions to the agenda require two-thirds vote of the legislative body, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted.

**1. ACTION ITEMS**

**A. MINUTES**

The Committee will be asked to approve the Engineering, Operations, and Water Resources Committee meeting minutes of January 10, 2018.

**B. INLAND EMPIRE BRINE LINE ORDINANCE NO. 106**

Staff recommends that the Committee/Board:

1. Hold a Public Hearing to receive public comments prior to adoption of Ordinance No. 106, regulating the availability and use of the Inland Empire Brine Line; and

2. After closing the Public Hearing, adopt the Inland Empire Brine Line Ordinance No. 106.

**C. ADOPTION OF RESOLUTION NO. 2018-2-6 ESTABLISHING GUIDELINES FOR CAPACITY RIGHT AGREEMENTS FOR INLAND EMPIRE BRINE LINE USERS**

Staff recommends that the Committee/Board adopt Resolution No. 2018-2-6, establishing guidelines to create Capacity Right Agreements between the Inland Empire Utilities Agency and potential users of the Inland Empire Brine Line.

**D. MASTER SERVICE CONTRACTS FOR CONDITION ASSESSMENT**

Staff recommends that the Committee/Board:

1. Increase the spending authorization to perform corrosion and condition assessment services for a total aggregate not-to-exceed amount of \$600,000 to the following:
  - Contract No. 4600001614 to V&A Consulting Engineering Inc.
  - Contract No. 4600001616 to Lockwood, Andrews, & Newman, Inc.
  - Contract No. 4600001622 to HDR Engineering, Inc.; and
2. Authorize the General Manager to execute the contract amendments subject to non-substantive changes.

**E. CCWRF IMPROVEMENTS PACKAGE III CONSULTANT CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award a consultant contract for the CCWRF Asset Management and Improvements Package III, Project No. EN18036, to GHD for the not-to-exceed amount of \$242,362; and
2. Authorize the General Manager to execute the contract subject to non-substantive changes.

**F. CCWRF IMPROVEMENTS PACKAGE II CONSULTANT CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award a consultant contract for the CCWRF Asset Management and Improvements Package II, Project No. EN18037, to Gillis and Panichapan Architects, Inc., for a not-to-exceed amount of \$140,125; and

2. Authorize the General Manager to execute the contract subject to non-substantive changes.

**G. RP-1 MAINTENANCE BUILDING CONSTRUCTION CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award a construction contract for the RP-1 Maintenance Building HVAC Replacement, Project No. EN18040, to Allison Mechanical, Inc., in the amount of \$167,967; and
2. Authorize the General Manager to execute the contract.

**H. SCADA TRAINING CONTRACT AWARD**

Staff recommends that the Committee/Board:

1. Award a single source service contract for the PlantPax training program to support to the SCADA Enterprise System, Project No. EN13016, to Royal Industrial Solutions, for a not-to-exceed amount of \$156,039; and
2. Authorize the General Manager to execute the contract subject to non-substantive changes.

**I. LABOR COMPLIANCE SERVICES TASK ORDER AMENDMENT**

Staff recommends that the Committee/Board:

1. Award a master service contract amendment to Golden State Labor Compliance for a not-to-exceed total amount of \$45,120 and for a one-year term extension; and
2. Authorize the General Manager to execute the task order amendment subject to non-substantive changes.

**J. MAINTENANCE PROCESS AND SAP ENHANCEMENT PROJECT PROPOSAL REJECTION**

Staff recommends that the Committee/Board reject the September 14, 2017 bids for the Maintenance Process and SAP Enhancement Project.

**2. INFORMATION ITEM**

**A. MID-YEAR BUILDING ACTIVITY REPORT & WATER CONNECTIONS SUMMARY (POWERPOINT)**


**RECEIVE AND FILE INFORMATION ITEM**

**B. ENGINEERING AND CONSTRUCTION MANAGEMENT PROJECT UPDATES (POWERPOINT)**

3. **GENERAL MANAGER'S COMMENTS**
4. **COMMITTEE MEMBER COMMENTS**
5. **COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS**
6. **ADJOURN**

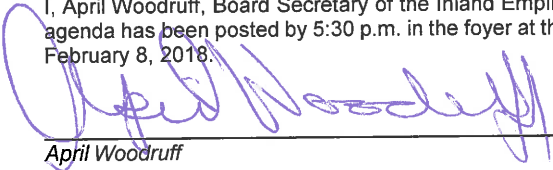
\*A Municipal Water District

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Board Secretary (909-993-1736), 48 hours prior to the scheduled meeting so that the Agency can make reasonable arrangements.

Proofed by: 

**DECLARATION OF POSTING**

I, April Woodruff, Board Secretary of the Inland Empire Utilities Agency, A Municipal Water District, hereby certify that a copy of the agenda has been posted by 5:30 p.m. in the foyer at the Agency's main office, 6075 Kimball Ave., Building A, Chino, CA on Thursday, February 8, 2018.

  
\_\_\_\_\_  
April Woodruff



**ACTION  
ITEM  
1A**



## MINUTES

### ENGINEERING, OPERATIONS, AND WATER RESOURCES COMMITTEE MEETING INLAND EMPIRE UTILITIES AGENCY\* AGENCY HEADQUARTERS, CHINO, CA

WEDNESDAY, JANUARY 10, 2018  
9:45 A.M.

#### **COMMITTEE MEMBERS PRESENT**

Michael Camacho, Chair  
Kati Parker

#### **STAFF PRESENT**

Halla Razak, General Manager  
Chris Berch, Executive Manager of Engineering/AGM  
Kathy Besser, Executive Manager of External Affairs & Policy Development/AGM  
Randy Lee, Executive Manager of Operations/AGM  
Christina Valencia, Executive Manager of Finance & Administration/AGM  
Joshua Aguilar, Senior Engineer  
Jerry Burke, Deputy Manager of Engineering  
Pietro Cambiaso, Environmental Compliance & Energy Supervisor  
Michael Dias, Associate Engineer  
Sylvie Lee, Manager of Planning & Environmental Resources  
Rick Mykitta, Manager of Operations & Maintenance  
Jesse Pompa, Senior Engineer  
John Scherck, Senior Project Manager  
Travis Sprague, Senior Associate Engineer  
Shaun Stone, Manager of Engineering  
Teresa Velarde, Manager of Internal Audit  
April Woodruff, Board Secretary/Office Manager

#### **OTHERS PRESENT**

None

The meeting was called to order at 9:50 a.m. There were no public comments received or additions to the agenda.

#### **ACTION ITEMS**

The Committee:

- ◆ Approved the Engineering, Operations, and Water Resources Committee meeting minutes of December 13, 2017.

◆ Recommended that the Board:

1. Award an engineering consultant services contract for the RW System Cathodic Protection Improvements, Project No. EN17980, to Corpro Companies Inc., for a not-to-exceed amount of \$198,900; and
2. Authorize the General Manager to execute the contract subject to non-substantive changes;

as a Consent Calendar Item on the January 17, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Approve a contract amendment for the RP-2 Mixed Liquor Return Pumps, Project No. EN16024, to RMC Water and Environment, Inc., for a not-to-exceed amount of \$95,246; and
2. Authorize the General Manager to execute the contract amendment subject to non-substantive changes;

as a Consent Calendar Item on the January 17, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Approve a contract amendment for the RP-1 RW Pump Station Upgrades, Project No. EN14042, to Stantec for a not-to-exceed amount of \$88,900; and
2. Authorize the General Manager to execute the contract amendment subject to non-substantive changes;

as a Consent Calendar Item on the January 17, 2018 Board meeting agenda.

◆ Recommended that the Board:

1. Award a three-year contract to Technical System, Inc., for PlantPAx programming and all associated support services required to maintain a standard controls platform for a not-to-exceed total amount of \$1,800,000; and
2. Authorize the General Manager to execute the contract subject to non-substantive changes;

as a Consent Calendar Item on the January 17, 2018 Board meeting agenda.

### **INFORMATION ITEMS**

The following information items were presented or received and filed by the Committee:

- ◆ 2<sup>nd</sup> Quarter Planning & Environmental Resources Update
- ◆ Computerized Maintenance Management System (CMMS)
- ◆ Engineering and Construction Management Projects Updates

**GENERAL MANAGER'S COMMENTS**

General Manager Halla Razak stated that the presentation on the CMMS system had covered some challenges that the Agency has encountered. As with any system, staff and supervisors need to be fully trained to utilize the system. At this time, the existing system is underutilized. Management will be analyzing the current situation and concentrating on ensuring our current processes and system is being fully utilized to help staff get the work done.

**COMMITTEE MEMBER COMMENTS**

Director Camacho and Director Parker stated that the Board is in support of reliability centered maintenance.

**COMMITTEE MEMBER REQUESTED FUTURE AGENDA ITEMS**

There were no Committee member requests for future agenda items.

With no further business, Director Camacho adjourned the meeting at 10:38 a.m.

Respectfully submitted,

April Woodruff  
Board Secretary/Office Manager

\*A Municipal Water District

**APPROVED: FEBRUARY 14, 2018**

**ACTION  
ITEM  
1B**

**Date:** February 21, 2018

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

#HR

02/14/18

**Executive Contact:** Chris Berch, Executive Manager of Engineering/AGM

**Subject:** Inland Empire Brine Line Ordinance No. 106

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**Executive Summary:**

The Inland Empire Utilities Agency's (IEUA) current Ordinance No. 96 regulates the availability and use of the Inland Empire Brine Line (Brine Line). The Brine Line is owned by the Santa Ana Watershed Project Authority (SAWPA) and conveys brine and industrial wastewater to the Orange County Sanitation District (OCSD) for treatment and disposal. OCSD, as the Pretreatment Control Authority has delegated pretreatment program responsibility to SAWPA for implementation of the Brine Line Pretreatment Program within the SAWPA service area to ensure operational continuity and consistency in the operation of the Brine Line.

SAWPA, as the delegated Control Authority, requires its member agencies to adopt a Brine Line specific ordinance that is at least as stringent as SAWPA's Ordinance No. 8 which was approved by the SAWPA Commission on September 19, 2017. By adopting Ordinance No. 106, IEUA will adopt, in full, the provisions of SAWPA Ordinance No. 8 establishing regulations for the use of the Brine Line. Ordinance No. 106 will supersede IEUA's Ordinance No. 96 for users of the Brine Line only. The revised Ordinance No. 106 has been reviewed by the IEUA's General Counsel.

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**Staff's Recommendation:**

1. Hold a Public Hearing to receive public comments prior to adoption of Ordinance No. 106, regulating the availability and use of the Inland Empire Brine Line; and
2. After closing the Public Hearing, adopt the Inland Empire Brine Line Ordinance No. 106.

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**Budget Impact** *Budgeted (Y/N): Y Amendment (Y/N): N Amount for Requested Approval:*

*Account/Project Name:*

*Fiscal Impact (explain if not budgeted):*

**Prior Board Action:**

On February 19, 2014, the IEUA's Board of Directors adopted Inland Empire Brine Line Ordinance No. 96.

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**Environmental Determination:**

Not Applicable

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**Business Goal:**

The Inland Empire Brine Line Ordinance No. 106 is consistent with the IEUA's Business Goal of Environmental Stewardship by meeting federal, state and local pretreatment regulations within the IEUA service area and safeguarding public health and the environment.

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**Attachments:**

Attachment 1 - Background

Attachment 2 - PowerPoint

Attachment 3 - Ordinance No. 106

# Background

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Subject: Inland Empire Brine Line Ordinance No. 106

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The Inland Empire Utilities Agency's (IEUA) current Ordinance No. 96, which was adopted by the Board of Directors on February 19, 2014, regulates the availability and use of the Inland Empire Brine Line (Brine Line). The Brine Line is owned by the Santa Ana Watershed Project Authority (SAWPA) and conveys brine and industrial wastewater to the Orange County Sanitation District (OCSD) for treatment and disposal.

OCSD, as the Pretreatment Control Authority has delegated pretreatment program responsibility to SAWPA for implementation of the Brine Line Pretreatment Program within the SAWPA service area to ensure operational continuity and consistency in the operation of the Brine Line.

SAWPA, as the delegated Control Authority, requires member agencies to adopt a Brine Line specific ordinance that is at least as stringent as SAWPA's Ordinance No. 8 which was approved by the SAWPA Commission on September 19, 2017. Ordinance No. 8 incorporates changes that were required as a result of OCSD revising their own Sewer Use Ordinance. Key revisions to the Ordinance include but are not limited to:

#### Revision to Definitions

- Definitions updated to align with OCSD Ordinance.

#### Revision to Discharge Prohibitions

- Adds prohibitions for discharges causing corrosion or occlusion, unused or expired pharmaceuticals, and mixed loads from liquid waste haulers.

#### Letter to Discharge

- Addition of new control mechanism authorizing users to discharge previously unauthorized classes of wastewater for one-time discharges under 1 million gallons.

#### Permit Term

- Maximum duration for permits has been extended.

#### Permit Transfers

- Ordinance language has been strengthened to prohibit permit transfers triggered by sale or change in ownership.

#### Wastestream Correction Formula

- Formula used to adjust the Local Limits to account for the presence of unregulated wastestreams.

The IEUA wishes to adopt Ordinance No. 106, which will adopt, in full, the provisions of SAWPA Ordinance No. 8, establishing regulations for the use of the Brine Line.



# Inland Empire Brine Line Ordinance No. 106



# Inland Empire Brine Line Ordinance No. 106

- Requirements
  - Required by Code of Federal Regulations
  - Establishes terms, limits, and conditions for use
  - Provides procedures for regulatory compliance
- Objective
  - Conforms with SAWPA and OCSD Ordinance Revisions

# Proposed Ordinance Revisions

- **Definitions**
  - Updates definitions
  - Removes unnecessary definitions
- **Prohibited Waste Discharges**
  - Updates prohibitions
  - Adds prohibitions for corrosion or occlusion, unused or expired pharmaceuticals, and mixed loads from liquid waste haulers
- **Letter to Discharge**
  - New control mechanism for one time discharges under 1 MG

# Proposed Ordinance Revisions

- Permit Term
  - Maximum duration for permits has been extended
- Permit Transfers
  - Ordinance language strengthened to prohibit permit transfers
  - Temporary Permit for facilities that have a transfer of ownership
- Wastestream Correction Formula
  - Clarifies the formula used to adjust the Local Limits to account for the presence of unregulated wastestreams

## Recommendation

- Hold a Public Hearing to receive public comments prior to adoption of Ordinance No. 106, regulating the availability and use of the Inland Empire Brine Line; and
- After closing the Public Hearing, adopt the Inland Empire Brine Line Ordinance No. 106.

The Inland Empire Brine Line Ordinance No. 106 is consistent with **IEUA's Business Goal of Environmental Stewardship** by meeting federal, state and local pretreatment regulations within the IEUA service area and safeguarding public health and the environment.

**ORDINANCE NO. 106**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY\*, SAN BERNARDINO COUNTY, CALIFORNIA, ADOPTING ORDINANCE NO. 8 OF THE SANTA ANA WATERSHED PROJECT AUTHORITY ESTABLISHING REGULATIONS FOR THE USE OF THE INLAND EMPIRE BRINE LINE, FORMERLY KNOWN AS THE SANTA ANA REGIONAL INTERCEPTOR**

WHEREAS, on or about February 19, 2014, the Inland Empire Utilities Agency adopted Ordinance No. 96, an Ordinance of the Board of Directors of Inland Empire Utilities Agency regulating the availability and use of the Inland Empire Brine Line (Brine Line) in the Inland Empire Utilities Agency, San Bernardino County, State of California; and

WHEREAS, Orange County Sanitation District has expressed a desire to consolidate permitting, inspection, monitoring, and enforcement activities over the Brine Line into one public agency, specifically the Santa Ana Watershed Project Authority (“SAWPA”), to ensure continuity and consistency in the operation of the Brine Line; and

WHEREAS, the member agencies of SAWPA including Eastern Municipal Water District, Inland Empire Utilities Agency, Orange County Water District, San Bernardino Valley Municipal Water District, and Western Municipal Water District of Riverside County have participated with SAWPA and Orange County Sanitation District in drafting an ordinance governing the use of the Brine Line, which ordinance will be adopted by the member agencies so as to provide uniform and consistent guidelines governing the use of the Brine Line and have also entered into a Multijurisdictional Pretreatment Agreement with SAWPA defining the roles and responsibilities to conduct the Pretreatment Program within their respective jurisdictions; and

WHEREAS, Inland Empire Utilities Agency wishes to adopt, in full, the provisions of SAWPA Ordinance No. 8 establishing regulations for the use of the Inland Empire Brine Line, formerly known as Santa Ana Regional Interceptor.

NOW, THEREFORE, be it ordained by the Board of Directors of Inland Empire Utilities Agency, a Municipal Water District as follows:

1. SAWPA Ordinance No. 8 is hereby adopted as Ordinance No. 106 of the Inland Empire Utilities Agency establishing regulations for the use of the Inland Empire Brine Line, formerly known as the Santa Ana Regional Interceptor. A copy of Ordinance No. 8 is attached hereto as Exhibit “A.”
2. This ordinance shall apply to the use of the Inland Empire Brine Line only.

\*A Municipal Water District

3. Ordinance No. 106 shall take effect immediately upon adoption, and Ordinance No. 96, governing the use of the Brine Line is hereby repealed as to the Users of the Brine Line only and superseded by this Ordinance.

ADOPTED this 21st day of February 2018.

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Steven J. Elie  
President of the Inland Empire  
Utilities Agency\* and the Board of  
Directors thereof

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Jasmin A. Hall  
Secretary/Treasurer of the Inland Empire  
Utilities Agency\* and the Board of  
Directors thereof

\*A Municipal Water District

STATE OF CALIFORNIA )  
COUNTY OF )SS  
SAN BERNARDINO )

I, Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency\*, DO HEREBY CERTIFY that the forgoing Ordinance being No. 106, was adopted at a regular meeting on February 21, 2018, of said Agency by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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Jasmin A. Hall  
Secretary/Treasurer of the Inland  
Empire Utilities Agency\* and the  
Board of Directors thereof

(seal)

\* A Municipal Water District



# **Exhibit “A”**

## **SAWPA Ordinance No. 8**

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**ORDINANCE NO. 8**

AN ORDINANCE OF THE SANTA ANA WATERSHED PROJECT AUTHORITY  
ESTABLISHING REGULATIONS FOR THE USE OF THE  
INLAND EMPIRE BRINE LINE

BE IT ORDAINED BY THE COMMISSION OF THE  
SANTA ANA WATERSHED PROJECT AUTHORITY  
AS FOLLOWS:

**PREAMBLE**

**ARTICLE 1  
GENERAL PROVISIONS**

- 101.0 Purpose and Policy
- 102.0 Authorization
- 103.0 Definitions
- 104.0 Administration
- 105.0 Notice
- 106.0 Confidentiality
- 107.0 Time Limits

**ARTICLE 2  
GENERAL PROHIBITIONS AND  
LIMITATIONS ON DISCHARGES**

- 201.0 Prohibited Waste Discharges
- 202.0 Dilution Prohibited as a Substitute for Treatment
- 203.0 Limitations on Groundwater, Surface Runoff, and Subsurface Drainage
- 204.0 Limitations on Unpolluted Water
- 205.0 Limitations on Domestic Wastewater and Septage Waste
- 206.0 Limitations on Point of Discharge
- 207.0 Limitations on the Use of Grinders
- 208.0 Limitations on Biochemical Oxygen Demand (BOD)
- 209.0 Limitations on Infectious Waste Disposal
- 210.0 Limitations on Disposal of Spent Solutions and Sludges
- 211.0 Slug Discharges
- 212.0 Limitations on Wastewater Originating from Outside the Service Area
- 213.0 Federal Categorical Pretreatment Standards

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**ARTICLE 3  
WASTEWATER DISCHARGE CONTRACTS  
USER CHARGES AND FEES**

- 301.0 Introduction
- 302.0 Wastewater Discharge Contract between SAWPA and a Member Agency or Contract Agency
- 303.0 Wastewater Discharge Contracts Between a Member Agency or a Contract Agency and a User of the Brine Line or Tributaries Thereto
- 304.0 User Charges and Fees

**ARTICLE 4  
WASTEWATER DISCHARGE PERMITS**

- 401.0 Introduction
- 402.0 Wastewater Discharge Permits
- 403.0 Permit Duration
- 404.0 Duty to Comply
- 405.0 Permit Renewal, Extension and Fees
- 406.0 Permit Modifications
- 407.0 No Permit Transfer or Assignment
- 408.0 Wastewater Discharge Contract Capacity Rights
- 409.0 Operational Emergency Discharge
- 410.0 Liquid Waste Hauler Permits
- 411.0 Collection Stations
- 412.0 Groundwater, Surface Runoff, and Subsurface Drainage
- 413.0 Wastewater from Outside the SAWPA Brine Line Service Area

**ARTICLE 5  
MONITORING, REPORTING, INSPECTION,  
AND FACILITY REQUIREMENTS**

- 501.0 Monitoring and Reporting
- 502.0 Inspection
- 503.0 Inspection Warrants
- 504.0 Record Keeping
- 505.0 Flow Measurement
- 506.0 Interceptor Requirements
- 507.0 Standard Interceptor Designs
- 508.0 Interceptor Maintenance
- 509.0 Liquid Waste Haulers
- 510.0 Use of and Damage to SAWPA Equipment or Facilities

1	511.0	Separation of Domestic and Industrial Waste
2	512.0	Limitations on Wastewater Strength
3	513.0	Local Limits
4	514.0	Pretreatment of Industrial Wastewaters
5	515.0	Unauthorized Monitoring and Pretreatment Equipment
6		Modifications
7	516.0	Pretreatment Equipment Bypass
8	517.0	Prohibited Discharge of Recovered Pretreatment Waste
9	518.0	Industrial User Modifications
10	519.0	Spill Containment Systems
11	520.0	Facility Waste Management Plan
12	521.0	Notice of Potential Problems to POTW
13	522.0	Written Responses
14	523.0	Falsifying Information
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**ARTICLE 6  
ENFORCEMENT**

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20	600.0	Purpose and Scope
21	601.0	Enforcement Response Plan (ERP)
22	602.0	Administrative Violations
23	603.0	Violations of Discharge Limitations
24	604.0	Unclassified Violations
25	605.0	Separate Violations
26	606.0	Administrative Orders
27	607.0	Wastewater Discharge Permit Revocation
28	608.0	Termination of Service
29	609.0	Annual Publication Notice
30	610.0	Administrative Complaint
31	611.0	Emergency Suspension
32	612.0	Civil Liability for Violations
33	613.0	Criminal Penalties
34	614.0	Legal Action
35	615.0	Supplemental Enforcement Actions
36	616.0	Remedies Nonexclusive
37	617.0	Payment of Fees, Charges, and Penalties
38	618.0	Damage to Facilities or Interruption of Normal Operations
39	619.0	Appeals
40	620.0	Alternative Enforcement Procedures
41	621.0	Invalidity
42	622.0	Interpretation – Intent
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**ARTICLE 7**  
**MISCELLANEOUS PROVISIONS**

- 700.0 Severability
- 701.0 Effective Date
- 702.0 Judicial Review of Ordinance

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3 **I. PREAMBLE**

4 The Santa Ana Watershed Planning Agency was formed in 1968 to develop a long-range plan  
5 for managing, preserving, and protecting the quality of the water supplies in the Santa Ana River  
6 Basin. After development of the long-range plans, the Santa Ana Watershed Project Authority  
7 (SAWPA) was formed to implement the Planning Agency's recommendations. SAWPA's  
8 programs include the planning, financing, construction and operation of projects that relate to  
9 the water quality and quantity in the Santa Ana River Basin.

10 Various federal, state and local regulatory agencies have established goals and standards to  
11 assure that the highest quality water is made available to the people in the Santa Ana River  
12 Basin. In order to enhance and improve the quality of water in the Santa Ana River Basin and to  
13 ensure compliance with goals and standards set by the regulatory agencies, SAWPA has  
14 implemented many projects to remove contaminants, mainly high saline waters, from the water  
15 supplies. One of the main facilities constructed for this purpose is the Inland Empire Brine Line  
16 (Brine Line) formerly known as the Santa Ana Regional Interceptor (SARI) sewer. This line  
17 transports highly saline wastewater from the watershed to the Orange County Sanitation District  
18 (OCSD) collection system for treatment and disposal to the Pacific Ocean. This isolation of  
19 saline wastewater prevents contamination of the Santa Ana River from the commingling of  
20 these wastewaters with the river water. The use of the Brine Line enables the delivery of higher  
21 quality potable water to the Users of the Santa Ana River Basin waters, particularly in the lower  
22 elevations of the basin in the Orange County area.

23  
24 SAWPA recognized the need to control the quality of waters in the basin as well as wastewaters  
25 discharged to the Brine Line and adopted Ordinance No. 1 in May 1982, the purpose of which  
26 was to establish the maximum benefit from the use of the Brine Line by providing procedures to  
27 ensure compliance with the requirements placed upon SAWPA by regulatory agencies and  
28 SAWPA's contractual agreements with OCSD.

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30 Upon the effective date of this Ordinance No. 8, Ordinance No. 7, including any amendments  
31 thereto, shall be repealed and superseded by this Ordinance.  
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**ARTICLE I**  
**GENERAL PROVISIONS**

**101.0 PURPOSE AND POLICY.** The purpose of this Ordinance is to provide for the maximum benefit from the use of the Santa Ana Watershed Project Authority's (SAWPA) facilities. This shall be accomplished by regulating the use of the Inland Empire Brine Line (Brine Line) sewer system and tributaries thereto and the wastewater discharged to this sewer system, by providing for the distribution of the costs of the construction, administration, operation and maintenance of the system, and by providing procedures that will allow SAWPA to comply with all regulatory requirements imposed upon SAWPA by contract requirements and by federal, state, and local agencies.

SAWPA recognizes Orange County Sanitation District's (OCSD) authority and responsibilities as defined by local, State, and Federal Pretreatment Regulations (40 CFR 403) including their role as the Control Authority and holder of the National Pollutant Discharge Elimination System (NPDES) permit. As such, SAWPA is committed to providing Pretreatment Program services in accordance with Federal Pretreatment Program Requirements, this Ordinance, the 1991 MOU and 1996 Agreement both between SAWPA and OCSD as described below. SAWPA will further ensure consistency in the implementation of the pretreatment requirements to conform, as appropriate, to the Program adopted by the Control Authority.

In order to conform to limitations and requirements from regulatory agencies, SAWPA must regulate the discharge of wastewater into the Brine Line. This Ordinance shall apply to all Direct or Indirect Users that discharge wastewater tributary to the Brine Line.

- A. This Ordinance shall provide for the regulation of wastewater discharges into the Brine Line in accordance with the Federal Government's objectives of general pretreatment regulations as stated in Section 403.2 of Title 40 of the Code of Federal Regulations (CFR) which are for the following purposes:
1. To prevent the introduction of pollutants into the Brine Line that will interfere with the operation of the OCSD Publicly Owned Treatment Works (POTW), including interference with its use or disposal of municipal biosolids;
  2. To prevent the introduction of pollutants into OCSD's POTW which will Pass Through the treatment works, inadequately treated, to the receiving waters or otherwise be incompatible with such works;
  3. To improve opportunities to recycle and reclaim municipal and industrial wastewaters and biosolids;
  4. To enable SAWPA to comply with requirements from the Federal Environmental Protection Agency and OCSD and any other federal or state laws to which SAWPA and/or OCSD's POTW is subjected;
  5. To enable SAWPA to control the privileges to any use of the Brine Line and

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tributaries thereto;

- 6. To protect and preserve the health and safety of the citizens and personnel of SAWPA, OCSD, and contracted agencies; and
- 7. To prevent the introduction of pollutants that obstruct flows within the Brine Line or otherwise cause or contribute to sanitary sewer overflows and to comply with the provisions of State Water Resources Control Board (SWRCB) adopted Order No. 2006-0003, a General Waste Discharge Requirement (WDR) for all publicly owned sanitary sewer collection systems in California with more than one (1) mile of sewer pipe.

B. This Ordinance shall apply to all Direct or Indirect Users of the Brine Line and tributaries thereto. This Ordinance authorizes:

- 1. The issuance of Wastewater Discharge Permits;
- 2. Monitoring, compliance, and enforcement activities;
- 3. Brine Line connection plan check services;
- 4. User reporting requirements;
- 5. The establishment of fees; and
- 6. The equitable distribution of costs resulting from the program established herein.

C. This Ordinance shall be administered by the General Manager of SAWPA, under the control and direction of the SAWPA Commission.

D. This Ordinance implements the provisions of the 1991 Memorandum of Understanding between OCSD and SAWPA "Governing Quality Control of Wastewaters Discharged" (1991 MOU) to the Brine Line and the 1996 Agreement between OCSD and SAWPA "Wastewater Treatment and Disposal Agreement" (1996 Agreement) and any current or future Amendments thereto (Amendments December 1996 and November 2013). This Ordinance is intended to be at least as protective of OCSD's facilities as OCSD's Wastewater Discharge Regulations, Ordinance No. OCSD-48 or its successors. SAWPA issued Wastewater Discharge Permits shall require compliance with both this Ordinance and OCSD's Ordinance No. OCSD-48, or its successors, and require that in the event of any conflict between the ordinances the stricter provisions shall apply.

**102.0 AUTHORIZATION.** This Ordinance is enacted pursuant to the authorization of the Municipal Water District Law of 1911, California Water Code Section 71000 et seq., California Government Code Section 6500 et seq., the Clean Water Act (33 U.S.C. 1251 et seq.) and the



1 General Pretreatment Regulations (40 CFR 403).

2  
3 **103.0 DEFINITIONS.** Unless otherwise defined herein, terms pertaining to water quality shall  
4 be as adopted in the latest edition of Standard Methods for the Examination of Water and  
5 Wastewater, published by the American Public Health Association, the American Water Works  
6 Association, and the Water Environment Federation. Unless otherwise defined herein, terms  
7 pertaining to construction and building shall be defined as being the same as set forth in the CA  
8 Building Standards Code, Title 24, CA Code of Regulations, current edition.

9  
10 A. Unless the context specifically indicates otherwise or as previously indicated, the  
11 meaning of the terms used in this Ordinance shall be as follows:

12  
13 1. **Act or “the Act”** shall mean the Federal Water Pollution Control Act, also  
14 known as the Clean Water Act, as amended, 33 U.S.C. section 1251, et seq.

15  
16 2. **Analytical Methods** shall mean the sample analysis techniques prescribed in  
17 40 CFR Part 136 and amendments thereto unless otherwise specified in an  
18 applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not  
19 contain sampling or analytical techniques for the pollutant in question, or  
20 where the EPA determines that Part 136 sampling and analytical techniques  
21 are inappropriate for the pollutant in question, sampling and analysis shall be  
22 performed using validated analytical methods or any other applicable sampling  
23 and analytical procedures approved by SAWPA, including procedures  
24 suggested by SAWPA or other parties as approved by the EPA.

25  
26 3. **Authorized Representative** shall mean:

27 a. A responsible corporate official, if the User submitting the required  
28 documents is a corporation, of the level of president, secretary, treasurer,  
29 or vice president in charge of a principal business function, or any other  
30 Person who performs similar policy or decision making functions for the  
31 corporation; or the manager of one or more manufacturing, production, or  
32 operating facilities, provided by the manager is authorized to make  
33 management decisions that govern the operation of the regulated facility  
34 including having the explicit or implicit duty of making major capital  
35 investment recommendations, and initiating and directing other  
36 comprehensive measures to assure long-term environmental compliance  
37 with environmental laws and regulations, and ensuring that the necessary  
38 systems are established or actions taken to gather complete and accurate  
39 information for Wastewater Discharge Permit requirements; and where  
40 authority to sign documents has been assigned or delegated to the manager  
41 in accordance with corporate procedures; or

42  
43 b. A general partner or proprietor if the User submitting the required  
44 documents is a partnership or sole proprietorship respectively; or

45  
46 c. A director or highest official appointed or designated to oversee the

1 operation and performance of the activities of the facility, or their  
2 designee, if the User is a Federal, State, or local governmental facility.

3  
4 d. A duly authorized representative of the individual designated in subsection  
5 (a) and (b), if;

6  
7 1) The authorization is made in writing by the individual designated in  
8 subsection (a), (b) and (c); and

9  
10 2) The authorization specifies either an individual or a position having  
11 responsibility for the overall operation of the facility from which the  
12 industrial discharge originates, such as the position of a plant manager,  
13 or a position of equivalent responsibility, or having overall  
14 responsibility for environmental matters for the company; and

15  
16 3) The written authorization is submitted to the General Manager of  
17 SAWPA.

18  
19 e. If an authorization under paragraph (a) and (b) of this section is no longer  
20 accurate because a different individual or position has responsibility for the  
21 overall operation of the facility, or overall responsibility for environmental  
22 matters for the company, a new authorization satisfying the requirements  
23 of paragraph (a) and (b) of this section must be submitted to the General  
24 Manager prior to or together with any reports to be signed by an authorized  
25 representative.

26  
27 4. **Batch Discharge** shall mean any intermittent discharge of pollutants from  
28 sources such as, but not limited to, process tanks, holding tanks, rinse tanks, or  
29 treatment systems.

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31 5. **Best Management Practices (BMPs)** shall mean schedules of activities,  
32 prohibitions of practices, maintenance procedures, and other management  
33 practices to implement the prohibitions listed in 40 CFR 403.5(a)(1) and (b).  
34 BMPs also include treatment requirements, operating procedures and practices  
35 to control plant site run-off, spillage or leaks, sludge or waste disposal, or  
36 drainage from raw material storage. Such BMPs shall be considered local  
37 limits and Pretreatment Standards as stated in 40 CFR 403.5(c) (4).

38  
39 6. **Biochemical Oxygen Demand (BOD)** shall mean the quantity of oxygen,  
40 expressed in mg/L, required to biologically oxidize material in a waste or  
41 wastewater sample measured under approved laboratory methods of five (5)  
42 days at twenty degrees Celsius (20 °C).

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44 7. **Bypass** shall mean the intentional diversion of wastestreams from any point of  
45 a User's pretreatment facility.  
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8. **Business Day** shall mean a SAWPA scheduled business day.
9. **Capacity Unit** shall equal 10,000 gallons per day of discharge right.
10. **Categorical Industrial User** shall mean an Industrial User subject to a categorical Pretreatment Standard or categorical Standard which is a regulation containing pollutant discharge limits promulgated by the EPA in accordance with Sections 307 (b) and (c) of the Clean Water Act (33 U.S.C.-1317) that apply to a specific category of users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
11. **Chemical Oxygen Demand (COD)** shall mean the quantity of oxygen, expressed in mg/L, required to chemically oxidize material in a waste or wastewater sample, under specific conditions of an oxidizing agent, temperature, and time. COD results are not necessarily related to BOD results.
12. **City Collection System** Not used.
13. **Class I User** shall mean the term used by OCSD to describe a Significant Industrial User. See Significant Industrial User.
14. **Class II User** shall mean the term used by OCSD to describe a User that discharges waste other than sanitary, and is not classified as a Significant Industrial User. See Industrial User.
15. **Class III User** Not used.
16. **Class IV User** Not used.
17. **Class V User** Not used.
18. **Code of Federal Regulations (CFR)** shall mean the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government.
19. **Collection Stations** shall mean wastewater disposal stations operated by the SAWPA Member Agencies or Contract Agencies for disposal of trucked waste.
20. **Collection System** shall mean all wastewater conveyance systems owned and maintained by SAWPA or a Member Agency or a Contract Agency for purposes of conveying wastewater to OCSD's POTW for treatment and excludes sewer service lateral connections.
21. **Combined Wastestream Formula** shall mean the formula, as outlined in the General Pretreatment Regulations of the Clean Water Act, 40 CFR 403.6(e),

1 for determining wastewater discharge limitations for Categorical Industrial  
2 Users and Significant Industrial Users whose effluent is a mixture of regulated,  
3 unregulated, and dilution wastewater as defined in the formula.  
4

5 **22. Commission, Commission of SAWPA, or SAWPA's Commission** shall  
6 mean the governing body of SAWPA as defined by the Joint Exercise of  
7 Powers Agreement establishing SAWPA.  
8

9 **23. Compliance Schedule** shall mean a time schedule enforceable under this  
10 Ordinance containing increments of progress called milestones, which are in  
11 the form of dates. These milestones shall be for the commencement and/or  
12 completion of major events leading to the construction and operation of  
13 additional pretreatment facilities or the implementation of policies, procedures  
14 or operational management techniques required for the User to comply with all  
15 applicable federal, state or local environmental regulations which may directly  
16 or indirectly affect the quality of the User's wastewater effluent.  
17

18 **24. Composite Sample** shall mean a series of grab samples of equal volume taken  
19 at a predetermined time or flow rate for a predetermined period of time or  
20 flow, which are combined into one sample.  
21

22 **25. Contract Agency** shall mean, Jurupa Community Services District, San  
23 Bernardino Municipal Water Department, or Yucaipa Valley Water District, or  
24 any other public agency that subsequently enters into a multijurisdictional  
25 pretreatment agreement with SAWPA defining the roles and responsibilities to  
26 conduct the Pretreatment Program or portions of the Pretreatment Program  
27 within their jurisdictions.  
28

29 **26. Control Authority** shall be defined by 40 CFR 403.3(f) is the POTW if the  
30 POTW's submission for its Pretreatment Program (40 CFR 403.3) has been  
31 approved in accordance with requirements for 40 CFR 403.11. All references  
32 in this Ordinance to Control Authority are referring to OCSD.  
33

34 **27. Conventional Pollutants** shall be defined as BOD, COD, total suspended  
35 solids, pH, fecal coliform, oil and grease, total nitrogen and such additional  
36 pollutants as are now or may be in the future specified and controlled in  
37 OCSD's NPDES permit for its POTW where said POTW has been designed  
38 and used to reduce or remove such pollutants.  
39

40 **28. Cooling Water** shall mean all water used solely for the purpose of cooling a  
41 manufacturing process, equipment, or product.  
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43 **29. Cyanide (Amenable)** shall mean those cyanides that are amenable to  
44 chlorination as described in 40 CFR 136.3.  
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46 **30. Day** shall mean a calendar day, unless otherwise specified.

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- 31. **Delegated Control Authority** shall mean an entity duly delegated by the Control Authority with the legal authority to enforce all federal, state, and local pretreatment standards and requirements against all industrial users and liquid waste haulers discharging to the Control Authority's POTW and all procedures necessary for the Pretreatment Program implementation. All references in this Ordinance to Delegated Control Authority are referring to SAWPA.
- 32. **Dilution** shall mean the increase in use of process water, potable water or any other means to dilute a discharge as a partial or complete substitute for adequate treatment to achieve discharge requirements.
- 33. **Direct Discharger or User** shall mean facilities which are directly connected to the Brine Line by a pipeline.
- 34. **Discharge Right or Discharge Capacity Right** shall mean the volume of wastewater capacity purchased by a User for use with the Brine Line and tributaries thereto.
- 35. **District Collection System** shall mean all pipes, sewers and conveyance systems conveying wastewater to the Brine Line and tributaries thereto that are owned and maintained by a community services district, special district, or water district, excluding sewer service lateral line connections.
- 36. **Domestic Wastewater** shall mean wastewater, including domestic septic system waste, from private residences and wastewater from other premises resulting from the use of water for personal washing, sanitary purposes or the discharge of human excrement and related matter.
- 37. **Effluent** shall mean treated wastewater flowing from treatment facilities; the OCSD's POTW, or a User.
- 38. **EPA** shall mean the United States Environmental Protection Agency.
- 39. **Federal Categorical Pretreatment Standard** shall mean the National Pretreatment Standards, established by the EPA, specifying quantities or concentrations of pollutants or pollutant properties which may be discharged or introduced into the Brine Line or tributaries thereto by existing or new Industrial Users in specific industrial categories established as separate regulations under the appropriate subpart of 40 CFR Chapter I, Subchapter N, as it exists and as it may be amended.
- 40. **Flow Monitoring Facilities** shall mean equipment and structures approved by SAWPA and provided at the User's expense to measure and/or record the incoming water to the User's facility or the wastewater discharged to the Brine Line sewer or tributaries thereto.

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- 41. **General Manager** shall mean SAWPA's General Manager or duly authorized SAWPA employee with overall Pretreatment Program responsibility designated in writing.
- 42. **Generator** see Indirect Discharger.
- 43. **Good Faith** shall mean the User's prompt and vigorous pollution control measures undertaken to show that extraordinary efforts (not a "business-as-usual" approach) have been made to achieve compliance.
- 44. **Grab Sample** shall mean an individual sample collected from a wastestream without regard to the flow in the wastestream over a period of time not exceeding fifteen minutes.
- 45. **Gravity Separation Interceptor** shall mean an approved detention chamber designed to remove floatable and settleable material from industrial wastewater prior to discharge into the Brine Line.
- 46. **Hazardous Waste** shall be as defined in 40 CFR 261 consisting of a listed waste determined by EPA to be hazardous or a waste not specifically listed but which exhibits one of four characteristics: ignitability, corrosivity, reactivity, and/or toxicity.
- 47. **Heating Water** shall mean all water used solely for the heating of a manufacturing process, equipment, or product.
- 48. **Indirect Discharger, User or Generator** shall mean a user that contracts or otherwise employs a truck, tanker, or vacuum truck service or other similar means to bring wastewater for disposal to the Brine Line or tributaries thereto from a User that has no direct connection to the Brine Line or tributaries thereto.
- 49. **Industrial User** shall mean all Persons; public or private entities, industrial, commercial, governmental, or institutional that discharge or cause to be discharged, wastewater into the Brine Line or tributaries thereto or any other sewer system owned and operated by SAWPA.
- 50. **Industrial Wastewater** shall mean all non-domestic wastewater, including all wastewater from any producing, manufacturing, processing, institutional, governmental, commercial, service, agricultural or other operation.
- 51. **Infectious Waste** shall mean all wastes which are likely to transmit etiologic agents which normally cause, or significantly contribute to the cause of, increased morbidity or mortality of human beings.

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**52. Inland Empire Brine Line or Brine Line** shall mean all wastewater conveyance systems owned and maintained by SAWPA, excluding sewer service lateral line connections owned and operated by others. Historical documents may refer to the Santa Ana Regional Interceptor (SARI), now referred to the Inland Empire Brine Line.

**53. Inspector** shall mean a person authorized by the General Manager to inspect any User discharging or anticipating discharging wastewater into conveyance, processing, or disposal facilities to the Brine Line or tributaries thereto.

**54. Instantaneous Limit** see Local Non-Domestic Wastewater Limitations Concentration Values.

**55. Interference** shall mean a discharge which, alone or in conjunction with a discharge or discharges from other sources, both: (1) inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and (2) therefore is a cause of a violation of any requirement of the POTW's NPDES permit (including an increase in the magnitude or duration of a violation) or of the prevention of sewage sludge use or disposal in compliance with the statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solid Waste Disposal Act (SWDA) (including title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State regulations contained in any State sludge management plan prepared pursuant to subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

**56. Letter to Discharge** shall mean a letter authorizing a user to discharge unauthorized classes of wastewater to the Brine Line without having to obtain a Special Purpose Discharge permit. Unauthorized classes of wastewater require approval by both the General Manager and OCSD General Manager before the discharge commences. The discharge volume is generally limited to less than 1 million gallons. A Letter to Discharge allows the user to discharge within the terms provided for a one-time discharge event.

**57. Liquid Waste Hauler** shall mean any Person or firm engaged in the truck hauling of liquid waste from a User, excluding domestic waste, for disposal at a designated Brine Line Collection Station.

**58. Local Limits** shall mean specific prohibitions or pollutant limitations or pollutant parameters that are developed by OCSD, SAWPA, Member Agencies and/or Contract Agencies in accordance with 40 CFR 403.5(c) to implement the general and specific discharge prohibitions listed in 40 CFR 403.5(a)(1) and (b).

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**59. Local Non-Domestic Wastewater Limitations Concentration Values** shall mean the maximum quantity or concentration of a Pollutant allowed to be discharged at any period of time, determined from the analysis of any discrete or composite sample collected, independent of the industrial flow rate and the duration of the sampling event.

**60. Lower Explosive Limit (LEL)** shall mean the minimum concentration of a combustible gas or vapor in the air that will ignite if an ignition source is present.

**61. Major Administrative Violations** shall mean violations as defined in section 602 of this Ordinance.

**62. Major Violations** shall mean are separate from Major Administrative violations and shall mean a discharge over the permitted discharge limit, as determined by the result of a sample analysis, as follows:

- a. a discharge exceeding a Mass Emission Rate limit by 20% or more, or
- b. a discharge exceeding a concentration limit by 20% or more, or
- c. a pH discharge less than 5.0.

**63. Mass Emission Rate** shall mean the weight of pollutants discharged to the Brine Line or tributaries thereto during a given period of time from a User.

**64. May** shall mean permissive.

**65. Member Agency** shall mean either, Eastern Municipal Water District, Inland Empire Utilities Agency, San Bernardino Valley Municipal Water District, or Western Municipal Water District of Riverside County, or any other public agency that subsequently becomes a member of SAWPA and enters into a multijurisdictional pretreatment agreement with SAWPA defining the roles and responsibilities to conduct the Pretreatment Program or portions of the Pretreatment Program within their jurisdictions.

**66. mg/L** shall mean milligrams per liter.

**67. Milestone** shall mean increments of progress in the form of dates, not to exceed nine months, and are used in compliance schedules. Milestones shall be for the commencement and/or completion of major events leading to the construction and operation of additional pretreatment facilities or the implementation of policies, procedures or operational management techniques required for the User to comply with all applicable federal, state or local environmental regulations which may directly or indirectly affect the quality of the User's wastewater effluent.



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**68. Minor Administrative Violations** shall mean violations as defined in section 602 of this Ordinance.

**69. Minor Violations** are separate from **Minor Administrative Violations** and shall mean a discharge over the permitted discharge limit as determined by the result of a sample analysis, as follows:

- a. a discharge exceeding a Mass Emission Rate limit by less than 20%, or
- b. a discharge exceeding a concentration limit by less than 20%, or
- c. a pH discharge equal to or greater than 5.0, but less than 6.0, or
- d. a pH discharge greater than 12.0.

**70. Mixed Load** shall mean a combination of any hauled permitted Brine Line wastewater with any other wastewater from permitted or unpermitted sources.

**71. Monitoring/Production Information Order (MPIO)** shall mean an Administrative Order requiring an Industrial User to determine the mass emission or concentration of pollutants or other conditions specified in the Industrial User's permit in their industrial wastewater discharge for all days within a fourteen (14) consecutive day period that industrial wastewater is discharged to the Brine Line and submit production data for that period.

**72. Monthly Average** shall mean the average of daily measurements over a calendar month as calculated by adding all the daily measurements taken during the calendar month and dividing that sum by the sum of the number of daily measurements taken in the month.

**73. Multijurisdictional Pretreatment Agreement (MJPA)** shall mean an agreement between SAWPA and its Member Agencies and Contract Agencies granting SAWPA the authority and responsibility to implement and enforce its Delegated Control Authority for the Inland Empire Brine Line Pretreatment Program against users of the Brine Line located or operating in the Member and Contract Agencies' jurisdictions within SAWPA's Brine Line Service Area unless otherwise approved by the SAWPA Commission and OCSD General Manager per the Agreement as defined in Section 101.0 D.

**74. NAICS** shall mean the North American Industry Classification System published by the Executive Office of the President of the United States, Office of Management and Budget.

**75. National Pretreatment Standard** shall mean any regulation containing pollutant discharge limits promulgated by the EPA in accordance with section 307(b) and (c) of the Clean Water Act, which applies to Industrial Users. This

1 term includes prohibitive discharge limits established pursuant to 40 CFR Part  
2 403.5.  
3

4 **76. New Source** shall mean any building, structure, facility, or installation from  
5 which there is or may be a discharge of pollutants, the construction of which  
6 commenced after the publication of proposed Pretreatment Standards under  
7 Section 307 (c) of the Federal Clean Water Act which will be applicable to  
8 such source if such Standards are thereafter promulgated in accordance with  
9 that Section, provided that:

- 10 a. The building, structure, facility or installation is constructed at a site at  
11 which no other source is located; or  
12  
13 b. The building, structure, facility or installation totally replaces the process  
14 or production equipment that causes the discharge of pollutants at an  
15 existing source; or  
16  
17 c. The production or wastewater generating processes of the building,  
18 structure, facility or installation are substantially independent of an  
19 existing source at the same site. In determining whether these are  
20 substantially independent, factors such as the extent to which the new  
21 facility is integrated with the existing plant and the extent to which the new  
22 facility is engaged in the same general type of activity as the existing  
23 source may be considered.  
24

25 Construction on a site at which an Existing Source is located results in a  
26 modification rather than a New Source if the construction does not create a  
27 new building, structure, facility, or installation meeting the criteria of Section  
28 (b) or (c) above but otherwise alters, replaces, or adds to existing process or  
29 production equipment.  
30

31 Construction of a New Source as defined under this paragraph has commenced  
32 if the owner or operator has:

- 33 a. Begun, or caused to begin, as part of a continuous onsite construction  
34 program (1) any placement, assembly, or installation of facilities or  
35 equipment; or (2) significant site preparation work including clearing,  
36 excavation, or removal of existing buildings, structures, or facilities which  
37 is necessary for the placement, assembly, or installation of new source  
38 facilities or equipment; or  
39  
40 b. Entered into a binding contractual obligation for the purchase of facilities  
41 or equipment which is intended to be used in its operation within a  
42 reasonable time. Options to purchase or contracts which can be terminated  
43 or modified without substantial loss, and contracts for feasibility,  
44 engineering, and design studies do not constitute a contractual obligation  
45 under this paragraph.  
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77. **OCS**D shall mean the Orange County Sanitation District which is the Control Authority for the Brine Line.

78. **Oil and Grease** shall mean any of the following in part or in combination:  
a. Oil and Grease of Mineral and Petroleum Origin (also known as “Petroleum Oil and Grease as Silica Gel Treated n-Hexane Extractable Material” or “SGT-HEM Non-Polar Material”);  
b. Fats Oil and Grease (FOG) Any substance such as a vegetable or animal product that is used in, or is a byproduct of, the cooking or food preparation process, and that turns or may turn viscous or solidifies with a change in temperature or other conditions).

79. **Pass Through** shall mean any discharge which exits OCSD’s POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, causes a violation of any requirement of the OCSD’s NPDES permit, including an increase in the magnitude or duration of a violation.

80. **Permittee** shall mean any User who has received a Wastewater Discharge Permit to discharge wastewater into the Brine Line or tributaries thereto.

81. **Person** shall mean any individual, firm, company, association, society, general or limited partnership, limited liability company, trust, corporation, governmental agency or group, and includes the plural or the singular.

82. **Pollutant or Constituent** shall mean conventional pollutants, domestic wastewater, hazardous substances, infectious waste, slug discharges, dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, medical waste, heat, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal, and agricultural and industrial wastes, and certain characteristics of wastewater (e.g. pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

83. **POTW or Publicly Owned Treatment Works** shall mean a treatment works as defined by section 212 of the Act, which is owned by a State or Municipality (as defined by section 502(4) of the Act. This definition includes all devices, equipment, pipes, and systems used in the transmission, storage, treatment, recycling and reclamation of municipal sewage, biosolids, or industrial wastewater. It also includes sewers, pipes and other conveyances only if they convey wastewater to a POTW Treatment Plant. The term also means the municipality as defined in section 502(4) of the Act, which has jurisdiction over the Indirect Discharges to and the discharges from such a treatment works.

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**84. Pretreatment** shall mean the reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of the pollutant properties in wastewater prior to, or in lieu of, discharging such pollutants into the Brine Line or tributaries thereto. The reduction or alteration may be obtained by physical, chemical or biological processes, process changes or by any other means, except dilution.

**85. Pretreatment Facility** shall mean any works or devices for the treatment or flow limitation of wastewater prior to discharge to the Brine Line or tributaries thereto.

**86. Pretreatment Requirements** shall mean any substantive or procedural requirement related to pretreatment, other than a National Pretreatment Standard, imposed on an Industrial User.

**87. Pretreatment Waste** shall mean all waste, liquid or solid, removed from a wastestream or wastewater discharge by physical, chemical, or biological means.

**88. Public Agency** shall mean the State of California and any city, county, special district, or other public agency within the State of California.

**89. Qualified Professional** shall mean any person who by virtue of education, training, or experience is qualified to evaluate and assess pollutant discharges and violations of this Ordinance.

**90. RCRA** shall mean the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.) and its regulations 40 CFR Parts 260-266 and 270 and as amended.

**91. Reclaimable Wastewater** shall mean domestic wastewater, industrial wastewater or other wastewater containing total dissolved solid levels below the local POTW discharge limitation that renders it suitable for discharge and reclamation.

**92. Regulatory Agencies** shall mean those agencies having jurisdiction over the operation of SAWPA and/or OCSD including, but not limited to:

- a. United States Environmental Agency, Region IX, San Francisco, CA and Washington, D.C. (EPA);
- b. California State Water Resources Control Board (“State Board”);
- c. California Regional Water Quality Control Board , Santa Ana Region (“Regional Board”);

- d. South Coast Air Quality Management District (SCAQMD);
- e. California Environmental Protection Agency (CalEPA); and
- f. California Department of Public Health (DPH).

**93. Sampling Facilities** shall mean structure(s) and equipment provided at the User's expense for SAWPA or the User to measure and record wastewater pollutant levels, collect representative wastewater samples, and/or provide direct access to terminate the wastewater discharge.

**94. Sanitary Sewer System** shall mean any system of pipes, pump stations, sewer lines, or other conveyances, upstream of a wastewater treatment plant headworks used to collect and convey wastewater to the publicly owned treatment facility. Temporary storage and conveyance facilities (such as vaults, temporary piping, construction trenches, wet wells, impoundments, tanks, etc.) are considered to be part of the sanitary sewer system, and discharges into these temporary storage facilities are not considered to be SSOs.

**95. Sanitary Sewer Overflow (SSO)** shall mean any overflow, spill, release, discharge or diversion of untreated or partially treated wastewater from a sanitary sewer system. SSOs include:

- a. Overflows or releases of untreated or partially treated wastewater that reaches waters of the United States;
- b. Overflows or releases of untreated or partially treated wastewater that do not reach waters of the United States; and
- c. Wastewater backups into buildings and on private property that are caused by blockages or flow conditions within the publicly owned portion of the sanitary sewer system.

**96. Sanitary Waste** shall mean domestic wastewater.

**97. SARI** shall mean the Santa Ana Regional Interceptor.

**98. SARI System** see Inland Empire Brine Line.

**99. SAWPA** shall mean the Santa Ana Watershed Project Authority and/or any Member Agency and/or any Contract Agency as applicable to effectively implement this Ordinance.

**100. SAWPA Inland Empire Brine Line Service Area or SAWPA's SARI Service Area** shall mean the total area within the jurisdictional boundaries of SAWPA's Member Agencies, excluding any area within the County of Orange.

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**101. SAWPA Industrial Process Wastestream or Industrial Process Wastestream** shall mean a wastestream from an industrial process that is not regulated by a categorical standard for any pollutant and is not considered an Industrial Non-Process Wastestream as defined in this section.

**102. SAWPA Industrial Non-Process Wastestream or Industrial Non-Process Wastestream** shall mean a wastestream which includes boiler blow-down streams, non-contact cooling streams, storm water, demineralized backwash/RO rejects and sanitary wastestreams. For those facilities with wastestreams composed only of the wastestreams listed above these Industrial Non-Process Wastestreams will be permitted equivalent to Industrial Process Wastestreams.

**103. SAWPA Wastestream Correction Formula or WCF** shall mean the formula used to adjust the Local Limits to account for the presence of SAWPA Industrial Non-process Wastestreams.

$$C_A = \frac{C_C (\sum_{N=1}^M F_N)}{F_T}$$

Where:  $C_A$  = Adjusted Local Limit to account for Industrial Non-Process Wastestream(s)  
 $C_C$  = Local Limit for the pollutant constituent  
 $F_N$  = Average daily flow for SAWPA Industrial Process Wastestream N  
 $F_T$  = Average daily flow through the sample point  
M = Total number of SAWPA Industrial Process Wastestreams

**104. Self-monitoring** shall mean wastewater samples taken by a User or the User's contracted laboratory, consultant, engineer, or similar entity.

**105. Service Lateral Line** shall mean the wastewater collection pipe extending from premises where the wastewater is generated up to and including the connection to the Brine Line or tributaries thereto.

**106. Sewer System Management Plan (SSMP)** shall mean an approved plan adopted by SAWPA to control and reduce the occurrence and impact of sanitary sewer overflows.

**107. Shall** means mandatory.

**108. Significant Industrial User (SIU), except as provided in 40 CFR 403.3(v)(2) and (v)(3)** shall mean:  
a. All Industrial Users subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N.

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- b. Any User that:
  - 1. Discharges Industrial Wastewater at an average 25,000 gallons per day (gpd) or more of process wastewater to the Brine Line or tributaries thereto (excluding sanitary, noncontact cooling and boiler blowdown wastewater);
  - 2. Contributes a process wastestream that makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of OCSD's POTW;
  - 3. May cause pass through or interference with the Inland Empire Brine Line or OCSD's Sewerage Facilities; or
  - 4. Is designated as an SIU by the General Manager on the basis that the User has a reasonable potential for adversely affecting the Brine Line or tributaries thereto or OCSD's POTWs or for violating any pretreatment standard or requirement (in accordance with 40 CFR 403.8(f)(6).

**109. Significant Noncompliance (SNC) shall mean any compliance violations that meet one or more of the following criteria:**

- a. Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all of the measurements taken for the same pollutant during a six-month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(1);
- b. Technical review criteria (TRC) violations are defined as those in which thirty-three (33%) percent or more of all of the measurements taken for the same pollutant during a six-month period equal or exceed the product of the numeric Pretreatment Standard or Requirement including instantaneous limits, as defined by 40 CFR 403.3(1) multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);
- c. Any other violation of a Pretreatment Standard or Requirement as defined by 40 CFR 403.3(1) (daily maximum, long term average, instantaneous limit, or narrative standard) that the POTW determines has caused, alone or in combination with other discharges, Interference or Pass Through (including endangering the health of POTW or SAWPA personnel or the general public);
- d. Any discharge of a pollutant that has caused imminent endangerment to human health or welfare or to the environment or has resulted in POTW's or SAWPA's exercise of emergency authority to halt or prevent such a

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- discharge;
  - e. Failure to meet, within ninety (90) days after the scheduled date, a compliance schedule milestone contained in a local control mechanism or enforcement order, for starting construction, completing construction, or attaining final compliance;
  - f. Failure to provide, within forty-five (45) days of the due date, any required reports such as baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
  - g. Failure to accurately report non-compliance; or
  - h. Any other violations or group of violations, which may include a violation of Best Management Practices, which the POTW or SAWPA determines will adversely affect the operation and implementation of SAWPA's Pretreatment Program or the Brine Line or tributaries thereto.
- 110. Single Pass Cooling Water** shall mean water that is used solely for the purpose of cooling and is used only once before being discharged.
- 111. Single Pass Heating Water** shall mean water that is used solely for the purpose of heating and is used only once before being discharged.
- 112. Sludge** shall mean any solid, semi-solid or liquid decant, subnate or supernate from a manufacturing process, utility service, or Pretreatment Facility.
- 113. Slug Discharge** shall mean any discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch discharge of wastewater, material or waste with such a high volume or pollutant concentration which has the potential to cause damage, Interference, or Pass Through in the Brine Line or tributaries thereto, OCSD's POTW, or in any other way violates the POTW's regulations, Local Limits or Permit conditions.
- 114. Special Purpose Discharge** shall mean a wastewater discharge to the Brine Line or tributaries thereto requiring a Wastewater Discharge Permit (Special Purpose Discharge Permit) which has origins from unpolluted water, storm water runoff, groundwater, treated groundwater, subsurface drainage or other similar sources of wastewater.
- 115. Spent Solution** shall mean any concentrated Industrial Wastewater or Wastewater that is not authorized to be discharged to a Sewage facility until appropriately treated.
- 116. State Certified Laboratory** shall mean any laboratory accredited by the



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- Environmental Laboratory Accreditation Program (ELAP).
- 117. Stormwater** shall mean water or wastewater generated when precipitation from rain and snowmelt events flows or accumulates over land or impervious surfaces and does not percolate into the ground.
- 118. Temporary User** shall mean any User who is granted temporary permission by the General Manager to discharge wastewater to the Brine Line or tributaries thereto and controlled by a Wastewater Discharge Permit or Letter to Discharge.
- 119. Temporary Wastewater Discharge Permit or Temporary Permit** shall mean a wastewater discharge permit of short duration that may be issued to an Industrial User that is determined to be discharging industrial wastewater without a valid permit due to change of ownership.
- 120. Total Dissolved Solids (TDS)** shall mean the total amount of all inorganic and organic substances dispersed within a volume of water or wastewater that is not retained on a laboratory filter and dried to a specified temperature in accordance with approved laboratory methods.
- 121. Total Suspended Solids or Suspended Solids** shall mean the total amount of matter on the surface of, or suspended in, water, wastewater, or other liquid, and that is removable by laboratory filtering in accordance with approved laboratory methods.
- 122. Total Toxic Organics (TTO)** shall mean the summation of all quantifiable values greater than 0.01 milligrams per liter for the organics regulated by the EPA or SAWPA for a specific industrial category.
- 123. Total Organic Carbon (TOC)** shall mean the measure of total organic carbon in mg/L using heat, oxygen, ultraviolet irradiation, chemical oxidants, or combinations of these oxidants that convert organic carbon to carbon dioxide, rounded to two significant figures. As such, Total Toxic Organics is a subset of TOC.
- 124. Unpolluted Water** shall mean water to which no pollutant has been added either intentionally or accidentally.
- 125. Upset** shall mean an exceptional incident which causes temporary and unintentional non-compliance with the discharge limitations or prohibitions applicable to a User or OCSD's POTW and which is beyond the reasonable control of a User or OCSD's POTW and as more fully set forth in OCSD's NPDES permit, 40 CFR Part 403.16, and California Water Code, Section 13385.
- 126. User** shall mean any Member Agency, Contract Agency, Person or entity,

1 public or private, residential, industrial, commercial, governmental,  
2 institutional, or liquid waste hauler that discharges or causes to be discharged,  
3 wastewater into the Brine Line or tributaries thereto.  
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5 **127. Waste** shall mean any discarded solid, semi-solid, liquid, or gaseous material.  
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7 **128. Wastestream** shall mean individually identifiable sources of waste that  
8 contribute to a User's wastewater discharge.  
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10 **129. Wastewater** shall mean the used water and water carried waste from a User  
11 that is discharged to a sewer.  
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13 **130. Wastewater Discharge Contract** shall mean a written contract between  
14 SAWPA and a Member Agency or between a Member Agency and/or a  
15 Contract Agency and a potential User for the purpose of conveying a defined  
16 wastewater discharge capacity right to use the Brine Line or tributaries thereto.  
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18 **131. Wastewater Discharge Permit** shall mean the permit issued and enforced by  
19 the General Manager or designee permitting and regulating the discharge of  
20 wastewater into the Brine Line and tributaries thereto.  
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#### 22 **104.0 ADMINISTRATION.**

23 A. **Adoption of Interpretive Rules.** SAWPA's Commission may adopt  
24 interpretive rules or resolutions consistent with the provisions of this Ordinance  
25 for the administration of the Brine Line. Interpretive rules by SAWPA's  
26 Commission pertain to, but shall not be limited to, discharge limitations,  
27 Pretreatment Requirements, standards for wastewater lines and services and  
28 implementation of standards promulgated pursuant to the Federal Water  
29 Pollution Control Act as amended by the Clean Water Act.  
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31 B. **General Powers of the General Manager.** Except as otherwise provided  
32 herein, the General Manager shall administer, implement and enforce the  
33 provisions of this Ordinance. Any powers granted or duties imposed upon the  
34 General Manager may be delegated by the General Manager to persons acting in  
35 the beneficial interest or employ of SAWPA, but shall remain the responsibility  
36 of the General Manager. In addition to the authority to prevent or eliminate  
37 discharges through enforcement of discharge limitations and prohibitions, the  
38 General Manager shall have the following powers:  
39

40 1. **Endangerment to the community, environment, Brine Line or OCSD's**  
41 **POTW.** The General Manager, after notice to the affected User, may  
42 immediately halt or prevent any discharge of pollutants into the Brine Line  
43 or tributaries thereto, by any means available, including physical  
44 disconnection from the Brine Line or tributaries thereto, whenever the  
45 wastewater discharge may endanger the health or welfare of the community,  
46 the environment, or threatens to damage or interfere with the operation of the

1 Brine Line or tributaries thereto or OCSD's POTW. Such discharges may be  
2 halted or prevented without regard to the compliance by the User with other  
3 provisions of this Ordinance.  
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5 C. **Specific Powers of the General Manager.** If wastewater is discharged or  
6 proposed to be discharged into the Brine Line or tributaries thereto in violation  
7 of this Ordinance, any Wastewater Discharge Permit or any other order, the  
8 General Manager may take any action necessary to:

- 9 1. Prohibit the discharge of such wastewater;
- 10
- 11 2. Require a User to demonstrate that in-plant modifications will reduce or  
12 eliminate the pollutant or substance so that the discharge will not violate this  
13 Ordinance;
- 14
- 15 3. Require treatment, including storage facilities or flow equalization necessary  
16 to reduce or eliminate the pollutants or substance so that the discharge will  
17 not violate this Ordinance;
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- 19 4. Require the User making, causing or allowing the discharge to pay any  
20 required industrial user permit fees, inspection fees, surcharges, fines,  
21 penalties, damages, legal expenses, attorney's fees and any other cost or  
22 expense incurred by SAWPA for handling, treating or disposing of excess  
23 pollutant loads imposed on OCSD's POTW, and/or associated with alleged  
24 or actual violations of OCSD's NPDES permit attributed to the User's  
25 discharge;
- 26
- 27 5. Require timely and factually complete reports from the User responsible for  
28 such discharge; and
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- 30 6. Require such other or further remedial action as may be deemed to be  
31 desirable or necessary to achieve the purposes of this Ordinance.  
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33 **105.0 NOTICE.** Unless otherwise provided herein, any notice required of the General Manager  
34 under this Ordinance shall be in writing.  
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36 **106.0 CONFIDENTIALITY.** All User information and data obtained from reports, surveys,  
37 inspections, wastewater discharge applications, Wastewater Discharge Permits, and monitoring  
38 programs shall be available to the public and governmental agencies without restriction unless  
39 the User specifically requests at the time of submittal and marks each applicable page  
40 "confidential business information" and is able to demonstrate to the satisfaction of SAWPA  
41 that the release of such information would divulge information, processes, or methods of  
42 production entitled to protection as trade secrets under California and Federal law. The  
43 demonstration of the need for confidentiality made by the User must meet the burden necessary  
44 for withholding such information from the public under applicable state and federal laws.  
45 Information and data concerning or relating to wastewater quality and quantity shall not be  
46 considered confidential. All sample data obtained either by the User or SAWPA shall not be

1 considered confidential. Confidential information shall be made available, upon request, to  
2 governmental agencies for enforcement or judicial purposes related to this Ordinance, OCSD's  
3 NPDES Permit or the Pretreatment Program, and as required by California or federal law.  
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5 All other information which is submitted to SAWPA will be available to the public at least to  
6 the extent provided by 40 CFR [2.302](#). The information and data provided to the Delegated  
7 Control Authority which is effluent data shall be available to the public without restriction.  
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9 **107.0 TIME LIMITS.** Any time limit or deadline provided in any written notice or any  
10 provision of this Ordinance may be extended only by a written extension by the General  
11 Manager and only upon a showing of good cause by the User.  
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**ARTICLE 2**  
**GENERAL PROHIBITIONS AND LIMITATIONS**  
**ON DISCHARGES**

10 **201.0 PROHIBITED WASTE DISCHARGES.** Except as hereinafter provided, no Person or  
11 User shall discharge or cause to be discharged into the Brine Line or tributaries thereto or any  
12 opening, sump, tank, clarifier, piping or waste treatment system which drains or flows into the  
13 Brine Line or tributaries thereto any of the following:  
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- 15
- 16 A. Any earth, sand, rocks, ashes, cinders, spent lime, stone, stone cutting dust,  
17 gravel, plaster, diatomaceous earth, containers, concrete, food packaging, glass,  
18 metal filings, or metal or plastic objects, garbage, grease, viscera, paunch  
19 manure, bones, hair, hides, or fleshings, whole blood, dead animals, feathers,  
20 straw, shavings, grass clippings, rags, non-dispersible products, spent grains,  
21 spent hops, waste paper, wood, plastic, tar, asphalt residues, residues from  
22 refining or processing fuel or lubrication oil and similar substances, or solid,  
23 semi-solid or viscous material in quantities or volume which will obstruct the  
24 flow of sewage in the Brine Line or tributaries thereto or any object which will  
25 cause clogging of a sewer or sewage lift pump, or interferes with the normal  
26 operation of the Brine Line or tributaries thereto or OCSD's POTW.
- 27 B. Any compound or material which will produce noxious odors in the Brine Line  
28 or tributaries thereto or OCSD's POTW.
- 29 C. Any discharge resulting in toxic gases, vapors or fumes within the Brine Line or  
30 tributaries thereto in a quantity that may cause acute health and safety problems  
31 for SAWPA or OCSD employees, contract employees, the public, and OCSD's  
32 POTW.
- 33 D. Any recognizable portions of human or animal anatomy.
- 34 E. Any solids, liquids, gases, devices, or explosives which by their very nature or  
35 quantity are or may be, sufficient either alone or by interaction with other  
36 substances or sewage to cause fire or explosion hazards, exceed 10% of the  
37 lower explosive limit (LEL) at the point of discharge or in the collection system,  
38 or in any other way create imminent danger to SAWPA or contract wastewater  
39 personnel, OCSD's POTW, the environment or public health.
- 40 F. Any wastewater or material with a closed cup flash point of less than 140  
41 degrees Fahrenheit or 60 degrees Celsius using the test methods specified in 40  
42 CFR 261.21.
- 43 G. Any overflow from a septic tank, cesspool or seepage pit, or any liquid or sludge  
44 pumped from a cesspool, septic tank or seepage pit, except as may be permitted  
45 by the General Manager.  
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- H. Any discharge from the wastewater holding tanks of recreational vehicles, trailers, buses and other vehicles, except as may be permitted by the General Manager.
- I. Any quantity of wastewater flow in excess of permitted limits or purchased capacity.
- J. Any substance or heat in amounts which will inhibit biological activity in OCSD's POTW resulting in Interference or which will cause the temperature of the sewage in Brine Line or tributaries thereto to be higher than 140 degrees Fahrenheit. In no case shall any substance or heat be discharged to the Brine Line or tributaries thereto which will raise OCSD's POTW influent higher than 104 degrees Fahrenheit (40 degrees Celsius).
- K. Any radioactive waste in excess of federal, state or county regulations.
- L. Any pollutants, material or quantity of material which will cause:
  - 1. Damage to any part of the Brine Line or tributaries thereto;
  - 2. Abnormal maintenance of the Brine Line or tributaries thereto;
  - 3. An increase in the operational costs of the Brine Line or tributaries thereto;
  - 4. A nuisance or menace to public health;
  - 5. Interference or Pass Through in OCSD's POTW, its treatment processes, operations, biosolids processes, use or disposal. This applies to each User introducing pollutants into the Brine Line or tributaries thereto whether or not the User is subject to other National Pretreatment Standards or any national, State, or local pretreatment requirements; or
  - 6. A violation of the OCSD's NPDES permit, or any Federal, State, or local regulatory requirement.
- M. Any quantities of herbicides, algaecides, or pesticides in excess of local limits or national pretreatment standards.
- N. Any petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in excess of local limits or National Pretreatment Standards.
- O. Any material or quantity of material(s), including but not limited to fats, oils and grease (FOG), which will cause abnormal sulfide generation, obstruct flows within the collection system, or contributes to or causes a sanitary sewer overflow.

- 1 P. Any water or wastewater used to artificially raise the Industrial User's volume  
2 and added for the purpose of diluting wastes which would otherwise exceed  
3 applicable permitted discharge limitations. Any wastewater having a corrosive  
4 property capable of causing damage to the Brine Line or tributaries thereto,  
5 OCSD's POTW, equipment, or structures or presenting a hazard to SAWPA or  
6 contract personnel. However, in no case shall wastewater be discharged to the  
7 Brine Line or tributaries thereto or OCSD's POTW with a pH less than 6.0, or  
8 greater than 12.0.  
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- 10 Q. Any substance which will cause discoloration of OCSD's POTW influent which  
11 results in a violation of OCSD's NPDES permit.  
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- 13 R. Any pollutant, including oxygen demanding pollutants (BOD, COD, etc.),  
14 released in a discharge at a flow rate and/or pollutant concentration which will  
15 cause Interference with OCSD's POTW or SAWPA's Brine Line or tributaries  
16 thereto.  
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- 18 S. Any substance which may cause OCSD's POTW effluent or any other product  
19 such as residues, biosolids, or scums to be unsuitable for reclamation or reuse or  
20 which will interfere with any of the reclamation processes. This includes any  
21 material which will cause the biosolids at OCSD's POTW to violate applicable  
22 biosolids use or disposal regulations developed under the Federal Clean Water  
23 Act, 33 USCA, Section 1251, et seq., or any regulations affecting biosolids use  
24 or disposal developed pursuant to the Solid Waste Disposal Act, 42 USCA,  
25 Section 6901, et seq.; Clean Air Act, 42 USCA, Section 7401, et seq.; Toxic  
26 Substance Control Act, 15 USCA, Section 2601, et seq., or any other applicable  
27 State Regulations. Examples include food packaging, product containers, and  
28 non-dispersible products.  
29
- 30 T. Hazardous waste as defined in 40 CFR 261, which violates the objectives of the  
31 General Pretreatment Regulations (40 CFR 403.12(p)), this Ordinance, or any  
32 statute, rule, regulation or chapter of any public agency having jurisdiction over  
33 said discharge.  
34
- 35 U. Any material, pollutants or wastewater in excess of the quantities and limitations  
36 established by resolution.  
37
- 38 V. Any radiator fluid or coolant, cutting oil, water soluble cutting oil, or water  
39 based solvent.  
40
- 41 W. Detergents, surface-active agents, or other substances that might cause excessive  
42 foaming, as determined by the General Manager, that may cause or contribute to  
43 additional treatment costs incurred by SAWPA or a violation of OCSD's  
44 NPDES permit, or cause or contribute to Pass Through, Interference, or other  
45 known damages in the Brine Line and/or OCSD's POTW.  
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- X. Any discharges of reclaimable wastewater to the Brine Line that originate in the SAWPA Brine Line service area shall be minimized and may only be disposed to the Brine Line as identified in the Wastewater Discharge Permit.
- Y. Any trucked or hauled pollutants, except at discharge points designated by the Delegated Control Authority, with concurrence of the Control Authority.
- Z. Any discharges of solid wastes consisting of, but not limited to, hypodermic needles, syringes, instruments, utensils or other paper and plastic items from hospitals, clinics, offices of medical doctors, convalescent homes, medical laboratories or other medical facilities.
- AA. Unused, unwanted, or expired pharmaceuticals (both over the counter and prescription-only medications) shall not be disposed of in the Brine Line, except in accordance with federal and state regulations, or in the absence of such regulations, using Best Management Practices.
- BB. Any discharges of Mixed Loads from a Liquid Waste Hauler at a Brine Line Collection Station.
- CC. Causes fouling, occlusion, or damage to the POTW beyond normal wear and tear.

**202.0 DILUTION PROHIBITED AS A SUBSTITUTE FOR TREATMENT.** No User shall increase the use of water, or in any other manner, attempt to dilute a wastewater discharge as a partial or complete substitute for adequate treatment to achieve compliance with this Ordinance and the User's Wastewater Discharge Permit, or to establish an artificially high flow rate for permitted mass emission rates or permitted flow amounts.

**203.0 LIMITATIONS ON GROUNDWATER SURFACE RUNOFF AND SUBSURFACE DRAINAGE.**

- A. Stormwater, groundwater, surface runoff water, or subsurface drainage, yard drainage, or runoff from any field, roof, yard, driveway, or street shall not be discharged into the Brine Line or tributaries thereto, except as provided herein. The General Manager may approve the discharge of such water when no alternative method of disposal is reasonably available and to mitigate an environmental risk or health hazard.
- B. Special Purpose Discharges (i.e. groundwater, surface runoff water, or subsurface drainage) shall require approval by both the General Manager and the OCSD General Manager for discharge to the Brine Line or tributaries thereto. Such approval does not constitute a vested entitlement to discharge. Such a discharge shall require a Wastewater Discharge Permit or Letter to Discharge. Special Purpose Discharge Permits may have a limited duration for more than one discharge event. One time discharge events less than 1 million gallons are



1 covered through a Letter to Discharge.  
2

3 **204.0 LIMITATIONS ON UNPOLLUTED WATER.**  
4

- 5 A. Unpolluted Water, which may include cooling water, heating water, stormwater,  
6 groundwater, surface runoff, subsurface runoff, single pass cooling water, and  
7 single pass heating water, shall not be discharged to the Brine Line or tributaries  
8 thereto, except as provide herein. The General Manager may approve the  
9 discharge of such water when no reasonable alternative method of disposal or  
10 reuse is available, or to mitigate an environmental risk or health hazard. The  
11 User shall pay all applicable user charges and fees. Stormwater discharges to the  
12 Brine Line are not authorized. The General Manager may provide authorization  
13 for stormwater discharges that comply with SAWPA's stormwater policy, which  
14 adheres to OCSD's stormwater policy. Any deviation from OCSD's stormwater  
15 policy must be approved by OCSD's General Manager followed by SAWPA's  
16 issuance of a Wastewater Discharge Permit, Special Purpose Discharge Permit,  
17 or Letter of Discharge.  
18
- 19 B. Unpolluted water approved for discharge to the Brine Line or tributaries thereto  
20 shall require a Wastewater Discharge Permit from SAWPA.  
21

22 **205.0 LIMITATIONS ON DOMESTIC WASTEWATER AND SEPTAGE WASTE.**  
23

- 24 A. Domestic Wastewater or septage waste from a private sewage disposal system  
25 shall not be discharged to the Brine Line or tributaries thereto, except in specific  
26 cases authorized by the General Manager. The General Manager may approve  
27 the discharge on a temporary basis when no reasonable alternative method is  
28 available.  
29
- 30 B. Any temporary User wanting to discharge domestic or septage wastewater to the  
31 Brine Line or tributaries thereto is required to apply for and obtain a Wastewater  
32 Discharge Permit or Letter to Discharge from SAWPA. The User granted  
33 approval shall be responsible for all applicable charges and fees and shall abide  
34 by all conditions as contained in either the Wastewater Discharge Permit or  
35 Letter to Discharge.  
36

37 **206.0 LIMITATIONS ON POINT OF DISCHARGE.** No Person or User shall discharge any  
38 wastewater directly into a maintenance access structure, manhole or other opening in the Brine  
39 Line or tributaries thereto, other than through an approved building sewer connection, unless  
40 written permission for the discharge has been granted by the General Manager. This prohibition  
41 shall not apply to authorized SAWPA personnel, contract employees, or Member Agency and  
42 Contract Agency employees involved with the maintenance, cleaning, repair, or inspection of  
43 the Brine Line or tributaries thereto.  
44

45 **207.0 LIMITATIONS ON THE USE OF GRINDERS.** Waste from industrial or commercial  
46 grinders shall not be discharged to the Brine Line or tributaries thereto, except waste generated

1 in packing or preparing food or food products, but not food service establishments. Such  
2 grinders shall shred the waste to a degree that all particles will be carried freely under normal  
3 flow conditions prevailing in the Brine Line or tributaries thereto. Waste from food service  
4 establishments operating a grinder is prohibited and shall not be discharged into the Brine Line  
5 unless written authorization from the General Manager is provided.  
6

7 **208.0 LIMITATIONS ON BIOCHEMICAL OXYGEN DEMAND (BOD).** All wastewater  
8 discharged to the Brine Line or tributaries thereto shall have a monthly average limit for BOD.  
9 All BOD discharges in excess of the established limitations shall be subject to a surcharge fee  
10 and/or a noncompliance fee. These limitations, surcharge fees and noncompliance fees shall be  
11 established by resolution by SAWPA's Commission.  
12

13 **209.0 LIMITATIONS ON INFECTIOUS WASTE DISPOSAL.**  
14

15 A. Those Users that generate liquid infectious and/or etiologic waste must obtain  
16 written permission from the General Manager prior to disposal of the liquid  
17 infectious or etiologic waste to the Brine Line or tributaries thereto. The User  
18 must submit a written request to the General Manager that shall include:  
19

- 20 1. The source and volume of the infectious or etiologic waste;
- 21 2. The procedures and equipment used for waste disinfection; and
- 22 3. Employee training procedures.

23  
24 B. If the General Manager determines that the waste would not be completely  
25 disinfected or rendered inactive, the General Manager shall issue a written denial  
26 to the User and state the reasons for the denial. This denial shall be issued within  
27 thirty (30) days from receipt of the written request.  
28

29 C. If the General Manager determines that complete disinfection or inactivation of  
30 the waste can be achieved prior to discharge of the waste to the collection  
31 system, then conditional written approval may be granted by the General  
32 Manager for the disposal of the waste. Such written letter of approval shall be  
33 sent to the User within thirty (30) days of receipt of the written request.  
34

35 D. If the User is granted permission for disposal, the User shall:  
36

- 37 1. Completely disinfect or render inactive the liquid waste prior to discharge to  
38 the Brine Line or tributaries thereto as outlined in the approval letter;
- 39 2. Not dispose of solid infectious or etiologic waste to the Brine Line or  
40 tributaries thereto, including hypodermic needles, syringes, instruments,  
41 utensils or other paper and plastic items of a disposable nature, or  
42 recognizable portions of the human or animal anatomy; and  
43
- 44 3. Permit the General Manager to conduct periodic inspections to verify that all  
45

1 disinfection methods, procedures, and practices are being performed.  
2

3 **210.0 LIMITATIONS ON DISPOSAL OF SPENT SOLUTIONS AND SLUDGES.** All  
4 spent solutions, sludges, and materials in violation of the User's Wastewater Discharge Permit  
5 limitations for discharge to the Brine Line or tributaries thereto, shall be disposed of in a legally  
6 approved manner at a legally approved disposal site specific for the waste being disposed. All  
7 disposed waste shall be properly manifested as to its origin, type, amount and disposal site in  
8 compliance with all applicable laws and regulations.  
9

10 **211.0 SLUG DISCHARGES.**  
11

- 12 A. If the General Manager determines that a User has caused a slug discharge into  
13 the Brine Line or tributaries thereto in quantities or concentrations and in a  
14 manner or method not previously approved by the General Manager, then the  
15 User shall be liable for any non-compliance monetary fee, fine or penalty as  
16 established by resolution by SAWPA's Commission. If the User's slug  
17 discharge has resulted in damage to the Brine Line or tributaries thereto or  
18 caused Interference or Pass Through at OCSD's POTW, then the User shall be  
19 liable for all associated costs including, administrative costs and overhead,  
20 treatment, repairs, regulatory fines, penalties, legal expenses, damages, and  
21 attorney's fees. All Wastewater Discharge Permits issued to SIUs will contain  
22 slug control requirements in accordance with 40 CFR 403.8(f) (1) (iii) (B) (6).  
23
- 24 B. Upon finding that a User has caused a slug discharge into the Brine Line or  
25 tributaries thereto, then the User shall submit a written report to the General  
26 Manager how the slug discharge occurred and how it will be prevented in the  
27 future. This report shall be due within five (5) days of notification to the User by  
28 the General Manager.  
29
- 30 C. Repeated slug discharges by the User shall be grounds for permit revocation and  
31 cessation of all wastewater discharges to the Brine Line or tributaries thereto.  
32

33 **212.0 LIMITATIONS ON WASTEWATER ORIGINATING FROM OUTSIDE THE**  
34 **SERVICE AREA.** Discharge of wastewater originating from outside the SAWPA Brine Line  
35 Service Area is prohibited and is a violation of this Ordinance and the User's permit, if the User  
36 holds a permit at the time of the prohibited discharge. On a case-by-case basis, SAWPA may  
37 seek approval from OCSD to allow the discharge of wastewater originating from outside the  
38 SAWPA Inland Empire Brine Line Service Area. SAWPA shall make the request on behalf of  
39 the potential User who seeks to discharge such wastewater to the Inland Empire Brine Line.  
40 Any approval provided by OCSD will be reflected in a subsequent permit or Letter to Discharge  
41 issued by SAWPA.  
42

43 **213.0 FEDERAL CATEGORICAL PRETREATMENT STANDARDS.** All Industrial Users  
44 subject to a National Categorical Pretreatment Standard shall comply with all requirements of  
45 such standard, and shall also comply with any limitation contained in this Ordinance. The  
46 National Categorical Pretreatment Standards found in 40 CFR Chapter I, Subchapter N and

1 amendments thereto are hereby incorporated herein by reference. Where duplication of the  
2 same pollutant limitation exists, the limitation which is more stringent shall prevail.  
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**ARTICLE 3  
WASTEWATER DISCHARGE CONTRACTS  
USER CHARGES AND FEES**

**301.0 INTRODUCTION.** To ensure the maximum public benefit from the use of the Brine Line and tributaries thereto, written authorizations from SAWPA to use the Brine Line or tributaries thereto are required. These written authorizations shall be in the form of a Wastewater Discharge Contract (applicable to Direct Dischargers) and a Wastewater Discharge Permit or Letter to Discharge (applicable to Direct and Indirect Dischargers).

**302.0 WASTEWATER DISCHARGE CONTRACT BETWEEN SAWPA AND A MEMBER AGENCY OR CONTRACT AGENCY.** A written Wastewater Discharge Contract, also known as a treatment and disposal agreement, is required between SAWPA and a Member Agency or a Contract Agency wherein the Member Agency or the Contract Agency purchases from SAWPA a right to discharge a specified amount of approved wastewater into the Brine Line or tributaries thereto. The amount of this right will ordinarily be expressed in "capacity units" or million gallons per day (MGD). The minimum capacity unit shall be 0.010 MGD. The Wastewater Discharge Contract shall include, but not be limited to:

A. The amount of the discharge right to be purchased or leased (Flow (MGD), BOD (concentration and pounds), TSS (concentration and pounds));

B. The purchase price or lease rate of the discharge right as established by SAWPA's Commission;

C. A description of operation and maintenance costs, fixed fees and other costs to be paid to SAWPA;

D. A provision that the Wastewater Discharge Contract shall conform with all provisions of SAWPA ordinances and resolutions regulating the availability and use of the Brine Line or tributaries thereto.

E. A description of the operational and regulatory reporting responsibilities as required to comply with applicable state and local regulations including, but not limited to, the Statewide General Waste Discharge Requirements for Sanitary Sewer Systems.

The Wastewater Discharge Contract shall be in addition to a separate agreement(s) by which the Member Agency or the Contract Agency obtained Pipeline Capacity rights. To discharge to the Brine Line sufficient Pipeline Capacity Rights and Treatment and Disposal Capacity Rights are required.

1 **303.0 WASTEWATER DISCHARGE CONTRACTS BETWEEN A MEMBER AGENCY**  
2 **OR A CONTRACT AGENCY AND A USER OF THE BRINE LINE OR TRIBUTARIES**  
3 **THERETO.**  
4

- 5 A. Any potential User of the Brine Line or tributaries thereto must first apply to the  
6 Member Agency or the Contract Agency with jurisdiction for a Wastewater  
7 Discharge Contract. After review and acceptance of the potential User's  
8 application, the Member Agency or the Contract Agency must enter into a  
9 Wastewater Discharge Contract with the potential User before the User may  
10 discharge to the Brine Line or tributaries thereto. The Wastewater Discharge  
11 Contract shall be in accordance with Section 302.0 of this Ordinance. The  
12 potential User shall pay to the Member Agency or the Contract Agency all costs  
13 associated with Wastewater Discharge Contract. A Wastewater Discharge  
14 Contract must be obtained from a Member Agency or a Contract Agency prior to  
15 filing an application for a Wastewater Discharge Permit. For wastewater  
16 originating from outside the SAWPA Inland Empire Brine Line Service Area,  
17 SAWPA must obtain specific approval from OCSD prior to any and all  
18 approvals being provided to the User, such as authorization to discharge, a  
19 contract, and a discharge permit.  
20
- 21 B. All wastewater to be discharged pursuant to the Wastewater Discharge Contract  
22 between a Member Agency or a Contract Agency and a User shall be contingent  
23 upon the issuance by SAWPA to the potential User, a Wastewater Discharge  
24 Permit, pursuant to Article 4 of this Ordinance. The User shall also apply for a  
25 Wastewater Discharge Permit in accordance with Article 4 of this Ordinance.  
26
- 27 C. All fees and charges paid by the User in connection with the Wastewater  
28 Discharge Contract and the Wastewater Discharge Permit are non-refundable. In  
29 the event that the Wastewater Discharge Permit is revoked, the User shall not be  
30 entitled to any refund of any fees and charges it has paid the Member Agency or  
31 the Contract Agency or SAWPA.  
32

33 **304.0 USER CHARGES AND FEES.**  
34

- 35 A. Users shall pay to SAWPA the following categories of costs in conformance  
36 with the Wastewater Discharge Contracts and the applicable resolutions adopted  
37 by SAWPA's Commission:  
38
- 39 1. Operation and Maintenance Costs or User Charges. These charges shall  
40 include disposal costs for a direct connection to the Brine Line, plus all  
41 applicable charges and fees as established by resolution by SAWPA's  
42 Commission;  
43
  - 44 2. Liquid Waste Hauler User Charges. These charges shall cover all costs of  
45 SAWPA and its Member Agencies or it's Contract Agencies for providing  
46 Collection Station service to Liquid Waste Haulers using the Brine Line or

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tributaries thereto for wastewater disposal. These charges shall be established by resolution by SAWPA's Commission;

3. Wastewater Discharge Permit Fees. All Wastewater Discharge Permit application and Wastewater Discharge Permit fees shall be paid directly by the User to SAWPA and/or Member Agencies and/or Contract Agencies upon invoice. These fees will be established by resolution by SAWPA's Commission.

4. Special Purpose Discharge Permit Charge. This charge shall cover all of SAWPA's costs for providing sewerage service and monitoring for Users requiring a Special Purpose Wastewater Discharge Permit. These costs shall be established by the General Manager. A deposit determined by the General Manager to be sufficient to pay these estimated charges shall accompany the Special Purpose Wastewater Discharge Permit Application.

5. Letter to Discharge Charge. This charge shall cover all of SAWPA's costs for providing sewerage service and monitoring for users requiring a Letter to Discharge. These costs shall be established by the General Manager. A deposit determined by the General Manager to be sufficient to pay these estimated charges shall accompany the Wastewater Discharge Permit Application.

6. All Users shall pay all applicable permit fees prior to the renewal of the Wastewater Discharge Permit.

7. Non-Compliance Charges will be as determined in Article 6 of this Ordinance, Enforcement and shall be paid directly by the User to SAWPA and/or Member Agencies and/or Contract Agencies upon invoice. The charges will pass along compliance costs from OCSD, if any.

B. A charge for use of the Brine Line or tributaries thereto, may be imposed by a Member Agency or a Contract Agency to Wastewater Discharge Permit Users. All such charges shall be paid by the User directly to the Member Agency or the Contract Agency in accordance with Section 303.0 of this Ordinance.

C. SAWPA shall be entitled to recover costs from Users for the implementation of SAWPA's pretreatment program. These costs relate to matters covered by this Ordinance and are separate from all other fees chargeable by SAWPA. SAWPA may adopt a resolution(s) to recover such costs for:

- 1. Developing, implementing, and operating SAWPA's Pretreatment Program and this Ordinance.
- 2. Monitoring, inspection, surveillance procedures and laboratory costs.
- 3. Reviewing plans and construction inspections.

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4. Wastewater Discharge Permit application review.
5. Wastewater Discharge Permit issuance.
6. Reviewing data and reports.
7. Noncompliance and enforcement.

D. Member Agencies or Contract Agencies may directly charge Users for costs related to Collection System maintenance of the Member Agency's or the Contract Agency's Collection System due to the effects of the User's wastewater discharge on the Member Agency's or the Contract Agency's Collection System.



**ARTICLE 4**  
**WASTEWATER DISCHARGE PERMITS**

**401.0 INTRODUCTION.** Written authorization from SAWPA is required for all Users of the Brine Line and tributaries thereto to ensure the maximum public benefit. The written authorization shall be in the form of a Wastewater Discharge Permit or Letter to Discharge issued by SAWPA. SAWPA will issue all Liquid Waste Hauler Permits issued to entities transporting wastewater to the Collection Stations, per Section 509.0. Pursuant to the 1991 MOU a permit, or Letter to Discharge, will not be issued to the proposed discharger by SAWPA until after OCSD has reviewed the permit application, the proposed permit requirements, and given written concurrence to SAWPA.

**402.0 WASTEWATER DISCHARGE PERMITS.**

- A. Users subject to the provisions of this Ordinance shall obtain a Wastewater Discharge Permit prior to the connection or discharge to the Brine Line or tributaries thereto. No vested right shall be given, granted or acquired by the issuance of permits provided for in this Ordinance. User Wastewater Discharge Permits may be issued to Direct Dischargers or Users, Special Purpose Dischargers, and Indirect Dischargers or Users. Alternatively, at the discretion of the General Manager, SAWPA may issue a Letter to Discharge in lieu of a Special Purpose Discharge Permit for a specific User with a specific volume of wastewater with a specific set of characteristics that is located at a specific location.
- B. A Wastewater Discharge Permit shall not be issued until plans submitted have been approved by the General Manager for any sewer connection which will convey industrial wastewater to the Brine Line or tributaries thereto.
- C. The General Manager shall deny or condition discharges of pollutants, or changes in the nature of pollutants, to the Brine Line or tributaries thereto, by Users where such discharges do not meet applicable Pretreatment Standards and requirements or where such discharges would cause violation of this Ordinance, OCSD Ordinance No. OCSD-48 or successors thereto, or where such discharges would cause OCSD to violate any requirements or obligations placed upon OCSD by Regulatory Agencies or agreements.
- D. Users required to obtain a Wastewater Discharge Permit shall complete and file with the General Manager a Wastewater Discharge Permit application form provided by the General Manager and shall pay all applicable fees within thirty (30) days of invoicing by SAWPA. The application form may require:
  - 1. Name, address, assessor's parcel number and location (if different from the site address) for the company, owner, and operator.
  - 2. Name and address of the authorized representative(s).

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3. North American Industry Classification System (NAICS) number according to the Federal North American Industry Classification System, Office of Management and Budget, 2012, as amended.
4. EPA hazardous waste generator's number.
5. Wastewater samples analyzed for specified pollutants. The samples shall be analyzed by a State certified laboratory in accordance with the methods published by the EPA in 40 CFR Part 136 or as specified.
6. Time and duration of the wastewater discharges.
7. Average and maximum daily wastewater flow rates, including any seasonal variation of all wastestreams discharged.
8. A list of all environmental control permits held.
9. A statement from the property owner or landlord, if different from the Industrial User, agreeing to the Industrial User's activities, manufacturing processes, and chemical and material storage.
10. Site plans, floor plans, mechanical and plumbing plans with details to show all sewers, sewer connections, pretreatment equipment, systems and devices, production areas and all areas of wastewater generation.
11. A description of operations which shall include the nature, average rate of production, and NAICS classification of the operation(s) carried out by the Industrial User. This description shall include a schematic process diagram that indicates water quality sampling location(s), and points of discharge to the Brine Line or tributaries thereto, types of wastes generated, and a list of raw materials and chemicals used or stored at the facility, which are, or could be discharged to the Brine Line, number of employees, hours of operation, and type and amount of raw materials processed.
12. Informational sheets describing the products manufactured by the User; Federal Categorical designation (if applicable); what production means are used; the waste generated; plot plans and diagrams of the facility and wastewater pretreatment facilities; process flow diagrams, wastewater flow, and wastewater pretreatment facilities; and waste disposal methods;
13. Flow measurement. The User shall submit information showing the measured average daily and maximum daily flow in gallons per day to SAWPA from federally regulated process wastestreams and other wastestreams as necessary to allow use of the Combined Wastestream Formula. Water supply information may be required, which includes the

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water supplier's name(s) and account number(s).

- 14. Measurement of pollutants. The User shall identify the National Pretreatment Standard applicable to each regulated process and shall describe which subcategories might be applicable and cite evidence and reasons why such subcategories are applicable and others are not as required by 40 CFR 403.6(a)(2). The User shall submit waste characterization information listing all anticipated waste constituents in both mass and concentration based on a daily average and daily maximum basis and the maximum flow allowed in the capacity purchase contract.
- 15. Certification statement in 40 CFR Part 403.6(a) (2) (ii) executed by an authorized representative of the User and prepared by a qualified professional, indicating whether or not Pretreatment Standards (national categorical and local) are being met on a consistent basis. If not, the industrial user shall state if additional operation and maintenance or additional pretreatment equipment is necessary to achieve compliance with Pretreatment Standards and requirements.
- 16. All data submitted, including monitoring data, shall be certified accurate by an authorized representative of the Industrial User as set forth in 40 CFR Part 403.6(a)(2)(ii).
- 17. Facility Waste Management Plan as defined in Section 520.0 of this Ordinance.
- 18. Where a federal categorical process has been identified, the User shall submit a Baseline Monitoring Report with all the elements required by 40 CFR 403.12 (b) no later than ninety (90) days before discharge commences.
- 19. Any other information as may be necessary for the General Manager to evaluate the permit application.

E. Within ninety (90) days of receiving the completed Wastewater Discharge Permit application, the General Manager shall evaluate the data furnished by the applicant in the permit application. After evaluation of the data furnished, the General Manager may issue a Wastewater Discharge Permit subject to the terms and conditions provided in this Ordinance or deny a Wastewater Discharge Permit. If the General Manager determines that sufficient information has been provided by the applicant in the Wastewater Discharge Permit application, the General Manager may issue a Wastewater Discharge Permit to the applicant within ninety (90) days of receipt of the Wastewater Discharge Permit application, if the General Manager finds that all of the following conditions are met:

- 1. The proposed discharge of the applicant is in compliance with the

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- prohibitions and limitations of this Ordinance and related SAWPA resolutions;
2. The proposed operation and discharge of the applicant would not interfere with the normal and efficient operation of the Brine Line or tributaries thereto and OCSD's POTW;
  3. The proposed discharge, operation or business activity of the applicant shall not result in a violation of OCSD's NPDES permit or cause a Pass Through of any toxic materials to the environment or OCSD's POTW biosolids; and
  4. The applicant has been invoiced for all applicable Wastewater Discharge Permit fees by SAWPA and paid such fees.
- F. The General Manager may suspend the permit application process if the User's business will not be operational and no wastewater is planned for discharge at the conclusion of the application review process. The User must notify the General Manager at least ninety (90) days prior to the commencement of the business activities and wastewater discharge.
- G. If the General Manager determines that the proposed discharge(s) will not be acceptable, then the General Manager shall disapprove the application and shall notify the applicant in writing, specifying the reason(s) for denial. The denial may apply if the User has not demonstrated adequate pretreatment equipment to ensure compliance with discharge limitations and the Ordinance.
- H. Approved Wastewater Discharge Permits shall be subject to all provisions of this Ordinance and all other applicable regulations, charges and fees established by resolution by SAWPA's Commission. Permits may contain the following:
1. A statement that indicates the permit issuance date, expiration date and effective date;
  2. A statement that indicates the permit is non-transferrable;
  3. The unit charge or schedule of user charges and fees for the wastewater discharged to the Brine Line and tributaries thereto as established by this ordinance or resolutions;
  4. Limitations on the average monthly, maximum daily, and instantaneous maximum concentrations for wastewater pollutants and mass emission rates for pollutants and/or requirements for Best Management Practices (BMPs). The SAWPA Wastestream Correction Formula (WCF) may be used to adjust the Local Limits to account for the presence of SAWPA Industrial Non-Process Wastestreams.

$$C_A = \frac{C_C (\sum_{N=1}^M F_N)}{F_T}$$

Where:  $C_A$  = Adjusted Local Limit to account for Industrial Non-Process Wastestream(s)

$C_C$  = Local Limit for the pollutant constituent

$F_N$  = Average daily flow for SAWPA Industrial Process Wastestream N

$F_T$  = Average daily flow through the sample point

M = Total number of SAWPA Industrial Process Wastestreams;

5. Limitations on the average monthly and maximum daily wastewater flow rates;
6. Requirements for the submittal of a Facility Waste Management Plan;
7. Requirements for the submittal of daily, monthly, annual and long term production rates;
8. Requirements for reporting changes and/or modifications to equipment and/or processes that affect the quantity or quality of the wastewater discharged;
9. Requirements for installation and maintenance of monitoring and sampling equipment and devices;
10. Self-monitoring, sampling, reporting, notification, and record keeping requirements. These requirements shall include an identification of pollutants or BMPs to be monitored, sampling location, sampling frequency, and sample type (required);
11. The process for seeking a waiver from monitoring for a pollutant neither present, nor expected to be present, in the discharge (required);
12. Requirements for the installation of pretreatment technology, pollution control, or construction of appropriate spill containment devices;
13. Specifications for monitoring programs, which may include: sampling location(s); frequency of sampling; pollutant violation notification and resampling requirements; number, types and standards for tests; reporting schedules; and self-monitoring standard operating procedures (SOPs);
14. Requirements to control Slug Discharge, if determined by the General Manager to be necessary;
15. Requirements for reporting flow and pollutant exceedances;

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- 16. Consent to entry onto the User's premises to assess compliance by inspection, records examination, sampling, and monitoring;
  
- 17. If compliance with Pretreatment Standards cannot be met on a consistent basis, then a compliance schedule shall be required. This schedule shall provide the shortest possible time for the User to provide additional pretreatment and/or operations and maintenance to achieve compliance. The compliance schedule shall contain increments of progress (called milestones) in the form of dates, not to exceed nine (9) months unless specifically approved otherwise by the Commission, for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to achieve compliance with applicable categorical pretreatment standards;
  
- 18. Compliance Schedule Progress Reports, if required, shall be submitted every thirty (30) days during the time the compliance schedule is in force, including a final compliance report at the conclusion of the compliance schedule. The User shall state whether or not compliance was achieved for the increment of progress to be met on such a date. If progress cannot be achieved, the User shall state the reasons for the delay and the steps to be taken to return to the dates originally established in the compliance schedule;
  
- 19. Requirements for submission of technical reports, contingency plans or discharge reports, Baseline Monitoring Reports (BMR), compliance reports, or reports on continued compliance;
  
- 20. Reports on compliance with Categorical Pretreatment Standard Deadlines. All Categorical Industrial Users shall submit reports to the General Manager containing the information described in Section 501. For existing Categorical Industrial Users, the report shall be submitted within ninety (90) days following the date for final compliance with applicable categorical pretreatment standards. For new Categorical Industrial Users, the report shall be due thirty (30) days following the commencement of wastewater discharge into the Brine Line or tributaries thereto. These reports shall contain long term production rates and actual production during the wastewater sampling periods. All reports must have an accompanying statement reviewed by an authorized representative of the User and certified by a qualified professional stating whether the pretreatment standards are or are not being met as set forth in 40 CFR Section 403.12(b)(6) and amendments thereto;
  
- 21. All Significant and Categorical Industrial Users shall submit Periodic Compliance Reports at least every six (6) months as specified in the Wastewater Discharge Permit. These reports shall include effluent sample analyses with the name and concentration or mass of the pollutants in the Wastewater Discharge Permit; average and maximum daily wastewater

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flows for all regulated processes and total flow for the reporting period; average and maximum daily production rates (if applicable); total production for the reporting period (if applicable), and information related to the application and compliance with BMPs in use (if applicable);

- 22. All required reports: BMRs, compliance reports, periodic reports on continued compliance, and sample data submittals, must be signed and certified by an authorized representative of the User, using the certification statement contained in 40 CFR Part 403.6(a)(2)(ii). When submitting reports electronically, the authorized representative shall have filled out a signed Subscriber Agreement agreeing to submit self-monitoring data required by the Industrial Wastewater Discharge Permit, and agreeing that the use of an electronic signature device (Username, Personal Identification Number, and Challenge Question/Answer) shall serve as a legally enforceable signature in the same manner as an original signature on a paper document;
- 23. Requirements for maintaining and retaining all records relating to the wastewater monitoring, sample analyses, production, waste disposal, recycling, and waste minimization as specified by the General Manager;
- 24. Requirements for notification of slug or accidental discharges, immediate notification to the General Manager of any changes affecting the potential for a slug discharge and significant changes in volume or characteristics of the pollutants discharged;
- 25. Requirement for notification to SAWPA of all on-site spills;
- 26. Statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements, and any other applicable compliance schedule, and responsibility for damages, legal expenses, attorney's fees, administrative and overhead costs for violation of any applicable pretreatment ordinances, standards and requirements and this Ordinance and amendments thereto;
- 27. Other conditions as deemed appropriate by the General Manager to ensure compliance with this Ordinance.

I. Wastewater Discharge Permit conditions and requirements may be appealed in writing to the General Manager within ten (10) business days after the issuance date. The written appeal shall state all of the facts and reasons that constitute the basis for such an appeal. The written appeal shall be addressed by the General Manager within thirty (30) business days from the date of filing of the written appeal and may hold an appeal hearing with the Permittee. The General Manager shall issue a final written determination on the appeal within forty-five (45) business days from the date of filing of the written appeal. Any User

1 aggrieved by the final decision issued by the General Manager under this section  
2 may seek an appeal to the SAWPA Commission by filing an appeal within ten  
3 (10) business days following the service of the General Manager's final written  
4 determination on the appeal. The written appeal to the Commission shall state all  
5 of the facts and reasons that constitute the basis for such an appeal. Failure to  
6 file such an appeal within ten (10) business days shall be deemed a waiver of the  
7 appeal process.  
8

9 **403.0 PERMIT DURATION.** Wastewater Discharge Permits or other control mechanisms  
10 shall be issued for a specified time period and shall not exceed the maximum duration of five (5)  
11 years. The actual duration of a Significant Industrial User permit shall not exceed the duration  
12 codified in OCSD's approved Pretreatment Program document, or successor thereof. The  
13 maximum durations of other permit or control mechanisms types shall not exceed the durations  
14 codified in OCSD's current Wastewater Discharge Regulations, OCSD's Ordinance No. OCSD-  
15 48, or successors thereof.  
16

17 **404.0 DUTY TO COMPLY.** All Users have a duty to comply with this Ordinance, related  
18 resolutions, and all conditions and limitations in the permit. Failure to comply with the  
19 requirements contained in this Ordinance, related resolutions and/or the permit may be grounds  
20 for Wastewater Discharge Permit Revocation pursuant to Section 607.0, termination of service  
21 pursuant to Section 608.0, administrative actions, or enforcement proceedings including,  
22 injunctive relief, civil or criminal penalties, and summary abatements pursuant to Article 6 of  
23 this Ordinance. Mandatory minimum penalties shall also be assessed where appropriate.  
24

25 **405.0 PERMIT RENEWAL, EXTENSION AND FEES.** All Users subject to wastewater  
26 discharge permitting by SAWPA shall submit a completed Wastewater Discharge Permit  
27 application for permit renewal at least ninety (90) days prior to the expiration of the User's  
28 existing permit. All Users shall pay all applicable permit fees prior to the renewal of the  
29 Wastewater Discharge Permit. No Wastewater Discharge Permit shall be renewed if the User  
30 has not paid all applicable fees within thirty (30) days of invoicing by SAWPA, submitted  
31 required monitoring information or production reports, or submitted any other required permit  
32 information. In the event the General Manager cannot issue the permit prior to the expiration  
33 date of the current permit and the submitted application has been received and deemed  
34 complete, he/she may issue a written extension of the expired permit as deemed appropriate by  
35 the General Manager. Users which do not have a valid Wastewater Discharge Permit shall be  
36 considered in violation of this Ordinance and subject to enforcement action and any applicable  
37 surcharge fees, fine, penalties, damages, legal expenses, attorney's fees, administrative and  
38 overhead costs.  
39

40 **406.0 PERMIT MODIFICATIONS.** The terms and conditions of the Wastewater Discharge  
41 Permit may be subject to modification by the General Manager during the term of the permit as  
42 limitations or requirements are modified or added or due to other just causes including, but not  
43 limited to:  
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- 45 A. To incorporate any new or revised federal, state, or local pretreatment standards  
46 or requirements;



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- B. To address significant alterations or modifications to the User's operation, processes, or wastewater volume or character since the time of the Wastewater Discharge Permit issuance;
- C. A change in the OCSD's POTW that requires either a temporary or permanent reduction or elimination of the permitted discharge. Reasonable time frames for compliance will be allocated for Users affected by the change(s);
- D. The User's discharge poses a threat to the OCSD's POTW, SAWPA and/or OCSD personnel, contract employees, the public, or receiving waters;
- E. Violation of any term or condition of the Wastewater Discharge Permit;
- F. Misrepresentations or failure to fully disclose all relevant facts in the Wastewater Discharge Permit application or in any required reporting; or
- G. To correct typographical or other errors in the Wastewater Discharge Permit.

Any modifications in the permit shall include a reasonable time schedule for compliance, if necessary.

**407.0 NO PERMIT TRANSFER OR ASSIGNMENT.** Wastewater Discharge Permits are issued to a specific User for a specific operation at a specific location or for a specific liquid waste hauler, for a specified time and create no vested rights. No Wastewater Discharge Permit shall be assigned, transferred, pledged or sold to a new owner, new User, or different premises.

- A. When the permittee is a legal entity (such as a corporation, partnership, limited liability company, or other legal entity), the permittee is deemed to have undergone a change of ownership when any other legal entity or person acquires a direct or indirect ownership or control of more than fifty percent (50%) of the total ownership interest in the permittee. The permit is void if an attempt is made to assign, transfer, pledge or sell the permit to a new owner, new User, or a different premise.
- B. At least thirty (30) days prior to the sale or change of ownership of any business operating under a permit, the Permittee shall notify SAWPA in writing of the proposed sale or change of ownership. The successor owner shall apply to SAWPA for a new permit at least fifteen (15) days prior to the sale or change of ownership in accordance with the provisions of this Ordinance. A successor owner shall not discharge any wastewater for which a permit is required by this Ordinance until a new permit or Letter to Discharge is issued to the successor owner.
- C. The written notification of intended sale or change of ownership shall be in a form approved by SAWPA and shall include a written certification by the new

owner or Authorized Representative, which shall include as a minimum:

1. the specific date on which the sale or change of ownership is to occur; and
2. an acknowledgement to comply with all the terms, conditions, limits, and provisions of this Ordinance and the new permit or Letter to Discharge.

D. In the event that the General Manager determines that any person is discharging industrial wastewater directly or indirectly to the Brine Line or tributaries thereto without a valid Permit, the General Manager may issue to such person a Temporary Wastewater Discharge permit (Temporary Permit) containing such conditions, limitations, restrictions, and other provisions or requirements, which the General Manager determines are necessary or advisable to protect the Brine Line or tributaries thereto and to assure compliance with all federal, state and SAWPA discharge requirements. This Temporary Permit shall be enforceable until such time as a Permit is issued. The User shall immediately comply with all of the provisions and requirements of such Temporary Permit, and shall apply for a permit within thirty (30) days from the issuance of the Temporary Permit. In no cases shall an extension be granted for the thirty (30) day requirement. A Temporary Permit is for a limited duration and shall not be extended. A Temporary Permit is revocable by the General Manager at any time. Any User whose Temporary Permit is revoked shall immediately cease and desist all discharge of any industrial wastewaters.

**408.0 WASTEWATER DISCHARGE CONTRACT CAPACITY RIGHTS.** Except as otherwise provided in Section 409.0 below, no User shall exceed its wastewater discharge capacity right into the Brine Line or tributaries thereto. Whenever a User's monthly average flow exceeds the User's Wastewater Discharge Permit capacity right, the User shall notify the appropriate Member Agency or Contract Agency and SAWPA within five (5) days of discovering the exceedance. If the monthly average flow exceedance is an isolated event, then the User shall be liable for costs incurred with the additional wastewater discharge in excess of the purchased discharge capacity right. If the daily exceedance is a necessary part of the User's business activities, then the User shall, within five (5) days, make application to acquire and pay for sufficient additional wastewater discharge capacity right in the Brine Line or tributaries thereto, which shall be retroactive to the date of the exceedance. The additional purchased capacity right shall result in a wastewater discharge capacity right that exceeds the User's daily flow by ten (10) percent or as approved by the General Manager. Any User who fails to purchase the additional wastewater discharge capacity right when required shall be subject to enforcement actions.

**409.0 OPERATIONAL EMERGENCY DISCHARGE.** Notwithstanding the provisions of Section 408.0 above, if due to an operational emergency, a User must discharge in excess of its existing wastewater discharge capacity right, then, after providing the General Manager with at least two (2) business days advance notice if practicable, the User may do so for a period not to exceed one-hundred eighty (180) days without incurring the obligation to purchase an additional wastewater discharge capacity right, provided that the User fully complies with the provisions of

1 this Section, this Ordinance, permit conditions at all times, and pays for such discharge as  
2 determined by the General Manager.

- 3
- 4 A. As used herein, "Operational Emergency", shall mean an equipment breakdown  
5 or other malfunction which causes the User to discharge in excess of its existing  
6 treatment and disposal capacity right in the Brine Line and tributaries thereto.  
7
- 8 B. Prior to or by the next business day following the commencement of the  
9 emergency discharge the User shall provide written notice to the General  
10 Manager identifying:  
11
- 12 1. The nature of the emergency requiring the excess discharge;
  - 13 2. The anticipated duration of the excess discharge; and
  - 14 3. The name of the User's employee whom the General Manager may contact  
15 for further information.  
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- 19 C. The General Manager may order that such emergency discharges cease  
20 immediately or impose on the Discharger, such requirements as the General  
21 Manager deems appropriate and necessary to protect SAWPA's facilities and  
22 interest, including the Brine Line and tributaries thereto, and OCSA's POTW.  
23
- 24 D. User shall pay to SAWPA a surcharge on the flow exceeding the User's existing  
25 wastewater discharge capacity right, in addition to the payment of the  
26 volumetric, BOD and TSS charges for the entire daily flow. The surcharge shall  
27 be applied to the excess flow, BOD and TSS and be calculated using the rate  
28 established annually by Resolution of the Commission.  
29
- 30 E. If upon expiration of the one hundred eighty (180) day period the User's daily  
31 flow continues to exceed the User's existing wastewater discharge capacity  
32 right, then the User shall immediately acquire additional increments of  
33 wastewater discharge capacity right pursuant to Section 408.0 of this Ordinance.  
34
- 35 F. A User causing or making an Operational Emergency Discharge shall be liable  
36 for any surcharges, fees, fines, penalties, damages, legal expenses, attorney's  
37 fees, administrative and overhead costs, and other direct or indirect costs  
38 incurred by SAWPA as a result of such discharge.  
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40 **410.0 LIQUID WASTE HAULER PERMITS.** Prior to discharging any wastewater to the  
41 Brine Line or tributaries thereto, Users hauling and disposing of wastewater to a Collection  
42 Station must apply for and obtain a separate Liquid Waste Hauler Permit. This permit is separate  
43 and in addition to the Wastewater Discharge Permit required for each wastewater Indirect  
44 Discharger or Generator. Liquid Waste Hauler Permits are issued by the General Manager in  
45 accordance with Sections 401 and 402; after all required permit application information,  
46 insurance, and fees are provided. Additional liquid waste hauler requirements are defined in

1 Section 509.0. All Liquid Waste Haulers shall comply with all permit requirements and  
2 conditions, permitting and disposal procedures as established by this Ordinance, and pay all  
3 applicable fees established by resolution. All Liquid Waste Haulers shall obtain all other  
4 applicable permits required by city, county or state agencies. All Liquid Waste Haulers shall  
5 also abide by the following requirements and conditions:

6  
7 A. Hauling and disposing of wastewater only to a designated and authorized Brine  
8 Line Collection Station for permitted Liquid Waste Haulers shall be established  
9 by SAWPA.

10  
11 B. Liquid waste haulers seeking a permit to use SAWPA's Brine Line Collection  
12 Stations shall complete and file with the General Manager a Liquid Waste  
13 Hauler Permit application provided by SAWPA. This application may require  
14 the following information:

- 15 1. Name, address, and phone number of the Liquid Waste Hauler.
- 16 2. Number of vehicles, gallon capacity of each vehicle, license plate of each  
17 vehicle, tanker and trailer, ownership, make and model of all vehicles that  
18 are operated by the hauler for purposes of hauling liquid wastes.
- 19 3. Person to contact regarding the information contained in the application.
- 20 4. The name and policy number of the insurance carrier and bonding company.

21  
22 C. The Liquid Waste Hauler Company must carry the following insurance to be  
23 permitted by SAWPA:

- 24 1. General Liability of \$1,000,000 per each occurrence and \$2,000,000 General  
25 Aggregate;
- 26 2. Commercial Auto Insurance of \$1,000,000 combined single limit;
- 27 3. Workers Compensation of \$1,000,000 per each accident; and
- 28 4. Pollution Liability of \$1,000,000. Such liability insurance shall be in a form  
29 and with liability limits and deductible satisfactory to the General Manager  
30 and such liability insurance requirements shall be included in the permit  
31 issued to the Liquid Waste Hauler. Separate Pollution Liability insurance is  
32 not required if specifically covered by other liability policies.

33  
34 D. The name(s), address(es), telephone number(s), Brine Line permit information,  
35 and descriptions(s) of the industries or clients contracting the Liquid Waste  
36 Hauler to transport their wastewater to the Brine Line Collection Station.

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38 E. Authorized representative and signature.  
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- F. Other information as may be required by the General Manager.
  
- D. All Liquid Waste Haulers shall obtain a Liquid Waste Hauler Permit from SAWPA prior to discharging to the Brine Line or tributaries thereto. Liquid Waste Hauler Permits shall be issued for a period of up to three (3) years. All terms and conditions of the permit may be subject to modification and change by the General Manager at any time during the duration of the permit. The Liquid Waste Hauler Permit may include the following:
  - 1. Business name, address(es), and phone number(es);
  - 2. Restrictions on discharge times and compliance with operating hours for designated Collection Station;
  - 3. Conditions upon which permit revocation, suspension, or termination can occur;
  - 4. Consent to enter the User's premises to assess compliance with permit requirements and conditions and this Ordinance by inspection and records examination;
  - 5. Permit number;
  - 6. Record keeping and reporting requirements;
  - 7. Compliance with applicable rules and regulations of this Ordinance and the Riverside County Health Department, San Bernardino County Health Department, or other county having jurisdiction regarding cleanliness, sanitary conditions, and liquid waste hauler vehicle requirements;
  - 8. Requirements to notify the General Manager immediately of any unusual circumstances observed during liquid waste pumping operations; and
  - 9. Other conditions, limitations or prohibitions deemed appropriate by the General Manager, including pollutant discharge limitations or local limits.
  
- E. Permits to use the Brine Line Collection Stations of SAWPA are subject to all applicable provisions of this Ordinance.
  
- F. Liquid wastes disposed of at SAWPA's Brine Line Collection Stations shall be subject to sampling and analysis to determine compliance with all applicable provisions of this Ordinance. The sampling shall be performed or supervised by authorized personnel of SAWPA or SAWPA's duly authorized designees and shall be taken at any time during the delivery of the load, including prior to the discharge of the load from the Liquid Waste Hauler to SAWPA's Brine Line Collection Stations. If the wastes are found to be unacceptable, the Liquid Waste

1 Hauler may be liable for all costs associated with the inspection, sampling, and  
2 analysis. The General Manager may reject a load and deny disposal if the  
3 wastewater or required documentation does not comply with the provisions of  
4 this Ordinance, the Liquid Waste Hauler's permit, or the Indirect Discharger's  
5 permit.  
6

7 G. If the Liquid Waste Hauler transports both industrial wastes and domestic  
8 wastes, the Liquid Waste Hauler shall remove all domestic waste contamination  
9 from the interior of the vacuum tank prior to removing any Industrial  
10 Wastewater from a permitted site.  
11

12 H. The General Manager may deny the issuance of a Liquid Waste Hauler Permit  
13 on any of the following conditions:  
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- 15 1. The applicant knowingly falsified information on the application or any  
16 document required by the Liquid Waste Hauler Permit application;
- 17 2. The applicant's previous Liquid Waste Hauler Permit is under suspension or  
18 probation or has been otherwise revoked; or
- 19 3. The applicant is not current on all disposal and permit related reports,  
20 insurance, and payment of fees.  
21

22 I. In the event a Liquid Waste Hauler Permit application is denied, the General  
23 Manager shall notify the applicant in writing of such denial and the appeal  
24 procedures. Such notification shall state the grounds for such denial and  
25 necessary actions that must be taken by the applicant prior to the issuance of a  
26 permit.  
27

28 J. All Liquid Waste Hauler Permits issued to any Liquid Waste Hauler may be  
29 revoked, suspended or entered into a probationary period upon a finding by the  
30 General Manager that any of the following conditions exist:  
31

- 32 1. Such Liquid Waste Hauler, or representative thereof, has changed, altered or  
33 otherwise modified the face of a permit or authorization document without  
34 the permission of the General Manager;
- 35 2. Such Liquid Waste Hauler, or representative thereof, has violated any  
36 condition of their permit;
- 37 3. Such Liquid Waste Hauler, or representative thereof, has falsified any  
38 application, record, report or monitoring results required to be maintained, or  
39 has failed to make them immediately available to the General Manager upon  
40 request, or has withheld required information, such Person, or representative  
41 thereof, has filed documents with falsified or repeatedly incorrect  
42 information;  
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- 4. Such Liquid Waste Hauler, or representative thereof, failed to halt immediately any discharge into a SAWPA designated collection station upon the order of any authorized SAWPA employee;
- 5. Such Liquid Waste Hauler, or representative thereof, discharged or attempted to discharge a hazardous waste or material or otherwise prohibited discharge into a SAWPA designated collection station;
- 6. Such Liquid Waste Hauler, or representative thereof, discharged or attempted to discharge domestic waste into a SAWPA designated collection station;
- 7. Such Liquid Waste Hauler, or representative thereof, has done physical violence or harm to any SAWPA employee, authorized representative, or contract employee;
- 8. Such Liquid Waste Hauler, or representative thereof, has made threatening remarks or threatening acts towards any SAWPA employee, authorized representative, or contract employee.
- 9. Such Liquid Waste Hauler, or representative thereof, discharged or attempted to discharge wastewater from a source not cited on the Liquid Waste Hauler's permit.

- K. Any Liquid Waste Hauler Permit which has been revoked, suspended or entered into probation pursuant to this Section may be reinstated upon a finding by the General Manager that the condition which resulted in such revocation no longer exists.
- L. Upon determination of a violation of this Ordinance or the conditions of a Liquid Waste Hauler Permit, the permittee shall be subject to the enforcement actions set forth in Article 6 of this Ordinance, or as is otherwise contained in the Liquid Waste Hauler permit as necessary to protect the Brine Line or tributaries thereto, OCS D's POTW, the public, the environment, SAWPA employees, authorized representatives, or contract employees.
- M. Suspension and periods of probation may be imposed by the General Manager for any length of time, up to one year.

**411.0 COLLECTION STATIONS.**

- A. Nothing in this Ordinance precludes the use of an alternate Collection Station in the event of an emergency or planned maintenance activity that disrupts service provided at the primary Collection Station.

- 1 B. Collection Stations shall be operated as agreed per either a Wastewater  
2 Discharge Permit or a MOU between SAWPA and the operating agency with  
3 concurrence from OCSD.  
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6 **412.0 GROUNDWATER, SURFACE RUNOFF, OR SUBSURFACE DRAINAGE.**  
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- 8 A. The discharge of groundwater, surface runoff, or subsurface drainage directly or  
9 indirectly to the Brine Line, or tributaries thereof, is prohibited unless  
10 determined by the General Manager that there is no alternative method of  
11 disposal reasonably available and to mitigate an environmental risk or health  
12 hazard.  
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14 B. Stormwater discharges to the Brine Line, or tributaries thereof, are not  
15 authorized. The General Manager may provide authorization for stormwater  
16 discharges that comply with SAWPA's policy, which adheres to OCSD's policy.  
17  
18 C. Unless permitted to do so, in accordance with subparagraph (A) hereof, no User  
19 shall allow wastewater and stormwater to mix before discharging to the Brine  
20 Line or tributaries thereof.  
21  
22 D. Applications for consideration under subparagraph (A) shall be submitted to the  
23 General Manager and shall include all information deemed necessary by the  
24 General Manager. Information may include, but is not limited to:  
25  
26 1. Completed permit application;  
27  
28 2. Detailed site information including but not limited to structure locations,  
29 pavements, grades, storm drain facilities, hydrologic calculations;  
30  
31 3. Documentation justifying a need to discharge surface runoff to the Brine  
32 Line, or tributaries thereto, to prevent surface and subsurface water  
33 contamination; and  
34  
35 4. A description of the facilities to be provided and required operation and  
36 maintenance by the User to prevent the pollution of stormwater by Industrial  
37 Wastewater and waste generated by the User.  
38

39 **413.0 WASTEWATER FROM OUTSIDE THE SAWPA BRINE LINE SERVICE AREA.**

40 Any Industrial User outside of SAWPA's Brine Line Service Area proposing to discharge  
41 wastewater directly or indirectly within SAWPA's Brine Line Service Area must first obtain  
42 approval from SAWPA's Commission and OCSD's General Manager before a permit may be  
43 issued to discharge under this Ordinance, per Section 212.0. Such approval will be on a case-by-  
44 case basis and at the sole discretion of the SAWPA Commission and OCSD's General Manager.  
45 Such approval does not constitute a vested entitlement to discharge. If such approval is  
46 provided, in addition to any other conditions imposed by the SAWPA's Commission and



1 OCSD's General Manager, the Industrial User shall comply with the following conditions:  
2

- 3 A. SAWPA requires that the existing sewerage agency having jurisdiction for the  
4 Industrial User location outside SAWPA's Inland Empire Brine Line Service  
5 Area be added as a co-signer to SAWPA's Multijurisdictional Pretreatment  
6 Agreement (MJPA), classified as a Contract Agency, and assume all  
7 Pretreatment Program responsibilities as required by SAWPA. The MJPA will  
8 specifically allow SAWPA, in conjunction with the Member Agency or Contract  
9 Agency, to issue a permit and conduct the Pretreatment Program at the Industrial  
10 User's site. For agency owned facilities, which shall be classified as an Industrial  
11 User, SAWPA shall be the sole signatory and SAWPA alone shall issue the  
12 permit to the agency.  
13
- 14 B. If an Industrial User outside SAWPA's Inland Empire Brine Line Service Area  
15 is allowed to discharge to the Brine Line, or tributaries thereof, the Industrial  
16 User shall not co-sign SAWPA's MJPA, nor is the Industrial User considered a  
17 Contract Agency. The Industrial User shall abide by all SAWPA Pretreatment  
18 Program requirements.  
19
- 20 C. The Industrial User shall provide written site access authorization to SAWPA  
21 and OCSD to conduct monitoring and site inspections.  
22
- 23 D. The Industrial User shall have a contract with a SAWPA permitted Liquid Waste  
24 Hauler if operating as an indirect discharger.  
25

26 Except for an emergency, a threat to the health, safety and welfare of the community or  
27 SAWPA, or a failure to comply with, or a violation of this Ordinance and related resolutions,  
28 SAWPA will endeavor to provide ninety (90) days advance written notice prior to terminating a  
29 discharge permit issued to a Generator located outside the Brine Line Service Area. The  
30 General Manager may terminate or revoke a permit issued under this subsection as provided in  
31 this Ordinance.  
32

33 Subject to applicable legal requirements, the rates charged to the Generator may be adjusted by  
34 SAWPA as necessary to recover costs incurred. Permit and disposal fees for Generators and/or  
35 Liquid Waste Hauler Permittees are determined by a SAWPA Commission resolution.  
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**ARTICLE 5**  
**MONITORING, REPORTING, INSPECTION AND**  
**FACILITIES REQUIREMENTS**

**501.0 MONITORING AND REPORTING.**

- A. At the direction and discretion of the General Manager, any User discharging wastewater directly or indirectly into the Brine Line, or tributaries thereto, shall be required to install sampling station(s) and measuring device(s) to measure the quality and quantity of wastewater discharged. These measuring devices may include, but are not limited to:
1. flow meters and recorders;
  2. pH meters and recorders; and
  3. electrical conductivity meters and recorders, and process water meters.
- B. The sampling station and/or measuring device shall be provided by the User in compliance with this Ordinance and all applicable building, plumbing, and construction codes. Monitoring or metering facilities may be required to have a security closure that can be locked with a SAWPA lock during sampling and monitoring. Construction shall be completed within a reasonable time frame as required in written notification from the General Manager.
- C. The General Manager shall have the absolute right to install temporarily upon the User's property such devices as are necessary to conduct wastewater sampling, compliance monitoring or metering operations.
- D. No User shall interfere with, delay, resist, or refuse entrance by authorized SAWPA personnel or contract employees or authorized OCS D personnel installing wastewater monitoring equipment on the User's property. Any permanent or temporary obstruction of easy access to the sampling, monitoring, or metering locations shall be immediately removed by the User or property owner at the written or oral request of the General Manager and shall not be replaced.
- E. The sampling station or measuring devices shall be maintained for continuous sampling or metering. The measuring devices shall be calibrated as often as necessary to ensure accurate measurements according to manufacturer's specifications. Flow meters shall be calibrated in accordance with 505.0. All maintenance and calibration work shall be performed at the User's expense.
- F. All Users that are required to install and maintain monitoring equipment shall report to SAWPA and the Member Agency or the Contract Agency the failure of such equipment within twenty-four (24) hours. The notification may be accomplished by a telephone call, electronic mail, telefax transmission, personal

1 visit to SAWPA or the Member Agency or the Contract Agency, or a hand  
2 delivered notification to SAWPA or the Member Agency or the Contract  
3 Agency. A written report documenting the cause of the failure and the corrective  
4 actions taken shall be submitted to the General Manager within five (5) business  
5 days of discovering the failure.  
6

7 G. All Users that are required to self-monitor shall have all samples collected and  
8 analyzed and reported according to 40 CFR 403.12(g) and amendments thereto.  
9 Samples shall be collected and analyzed during the period covered by the report  
10 and shall be representative of the conditions occurring.  
11

12 1. Except as indicated in subsections 2 and 3 below, the User shall collect  
13 wastewater samples using twenty-four (24) hour time or flow proportional  
14 composite samples. Time or flow proportional composite sampling or grab  
15 sampling, must be representative of the discharge.  
16

17 2. Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides  
18 and volatile organic compounds must be obtained using grab collection  
19 techniques.  
20

21 3. For sampling required in support of baseline monitoring and ninety (90) day  
22 compliance reports, a minimum of four (4) Grab Samples must be used for  
23 pH, cyanide, total phenols, oil and grease, sulfide and volatile organic  
24 compounds for facilities which historical sampling data does not exist. For  
25 facilities in which historical sampling data are available, a reduced number  
26 of samples may be allowed. For self-monitoring sampling, the User is  
27 required to collect the number of Grab Samples necessary to assess and  
28 assure compliance with discharge limits.  
29

30 4. If a User monitors for regulated pollutants at the appropriate sampling  
31 location more frequently than the minimum required, the results of the  
32 additional monitoring shall be reported.  
33

34 H. All pollutant monitoring techniques and analyses, to be submitted as part of a  
35 discharge application or self-monitoring report, shall be performed in accordance  
36 with the techniques in 40 CFR Part 136 and amendments thereto unless  
37 otherwise prescribed in a Categorical Pretreatment Standard or in the User's  
38 Wastewater Discharge Permit.  
39

40 I. All Users that are required to self-monitor shall submit and certify all records of  
41 sampling that include the following information and documents:  
42

43 1. The date, monitoring location, method, and time of monitoring (including  
44 the time for each Grab Sample whether or not they are later composited into  
45 one or more samples) and the names of the person or persons taking the  
46 samples;

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2. The dates the analyses were performed;
3. Who performed the analyses;
4. The analytical techniques/methods used;
5. The results of such analyses;
6. A copy of the laboratory sample analysis sheet; and
7. A copy of the chain-of-custody form, which includes sample collection details, such as sample container type, preservation, etc.

These records shall remain available for a period of three (3) years. This period shall automatically be extended for the duration of any litigation concerning the User, or where the User has specifically been notified of a longer retention period by the General Manager.

- J. All permitted Users that take more than one Grab Sample in a twenty-four (24) hour period to demonstrate compliance with oil and grease shall comply with the following conditions:
  1. No single oil and grease Grab Sample shall exceed the User's permitted instantaneous maximum limit for oil and grease at any time.
  2. The average result from all individual oil and grease grab samples taken in a twenty-four (24) hour period shall not exceed the User's permitted limit for oil and grease.
  
- K. All Users that are required to self-monitor shall report pollutant violations in any wastewater sample from an approved monitoring location to the General Manager within twenty-four (24) hours of becoming aware of the violation. The reporting may be accomplished by a telephone call, electronic mail sent to a pre-approved list of electronic mail addresses, telefax transmission, or a meeting with the General Manager or a Member Agency or a Contract Agency as necessary to comply with the conditions of the Wastewater Discharge Permit. The violation reporting shall contain the date and time of the wastewater sample, the discharge flow rate or volume represented by the sample, a preliminary explanation for the violation(s), proposed corrective action, and the date scheduled for the required resample. Failure to report pollutant violations as stated shall constitute a violation of this Ordinance and may subject the User to enforcement actions.
  
- L. Any sample collected from a sample box, designated monitoring point or other representative sampling location shall be considered representative of the

1 wastewater discharged to the Brine Line or tributaries thereto.

2  
3 M. All Users that are required to have flow measurement are required to take daily  
4 twenty-four (24) hour readings of their wastewater effluent flow. The User shall  
5 report exceedances of their daily permitted flow within twenty-four (24) hours of  
6 discovering the violation. The reporting may be accomplished by a telephone  
7 call, electronic mail sent to a pre-approved list of electronic mail addresses,  
8 telefax transmission, or a meeting with the General Manager or a Member or  
9 Contract Agency as necessary to comply with the conditions of the Wastewater  
10 Discharge Permit, or a hand delivered notification to SAWPA. The flow  
11 exceedance report shall have the total flow, the reason for the flow exceedance,  
12 and the name of the person reporting the flow exceedance. This report shall also  
13 be in compliance with Article 4 of this Ordinance. Failure to report flow  
14 exceedances as stated shall constitute a violation of this Ordinance and may  
15 subject the User to enforcement actions.

16  
17 N. If sampling performed by a User indicates a violation, the User shall repeat the  
18 sampling and analysis and submit the results of the repeat analysis to SAWPA  
19 within thirty (30) days after becoming aware of the violation. Where SAWPA  
20 has performed the sampling and analysis in lieu of the User, SAWPA must  
21 perform the repeat sampling and analysis unless it notifies the User of the  
22 violation and requires the User to perform the repeat analysis. Resampling is not  
23 required if:

- 24  
25 1. SAWPA performs sampling at the User at a frequency of at least once per  
26 month; or  
27  
28 2. SAWPA performs sampling at the User between the time when the initial  
29 sampling was conducted and the time when the User or SAWPA receives the  
30 results of this sampling.

31  
32 O. All resamples shall be obtained and analyzed according to 40 CFR 403.12(g).  
33 All laboratory analyses shall be performed by a laboratory certified by the State  
34 of California, State Water Resources Control Board, and Environmental  
35 Laboratory Accreditation Program as being competent to perform the pollutant  
36 analyses requested. The laboratory results from this resample and all required  
37 forms shall be submitted to the General Manager no later than thirty (30) days  
38 after the User discovers or becomes aware of the violation. Failure to submit the  
39 laboratory results within the thirty (30) day requirement will result in  
40 enforcement action. Failure to submit the required report within forty-five (45)  
41 days of the due date will result in a determination of Significant Noncompliance  
42 (SNC) for the User.

43  
44 P. All Users, whose wastewater discharge is monitored by SAWPA, shall be  
45 responsible for all resampling requirements contained in subsection N. of this  
46 Section when a pollutant violation is detected. SAWPA shall notify the User of

1 the resampling requirements by a telephone call, electronic mail sent to a pre-  
2 approved list of electronic mail addresses, telefax transmission, or personal visit  
3 within twenty-four (24) hours of confirming a pollutant or flow violation.  
4

5 Q. All Users that desire to conduct their own wastewater sampling in lieu of a  
6 certified contract laboratory shall submit a written plan describing the equipment  
7 used, equipment cleaning methodology, employee qualifications and training,  
8 sample preservation methods, and chain of custody procedures. The User's  
9 wastewater sampling plan shall be approved by the General Manager prior to the  
10 implementation of the plan. Any sample collected by a User without an  
11 approved plan or from an unapproved laboratory may be considered invalid, and  
12 may subject the User to enforcement actions.  
13

14 R. All Users monitoring their wastewater discharge for pollutants and  
15 characteristics required for determining SAWPA user charges shall submit the  
16 sample results in the form of self-monitoring reports as required in their  
17 Wastewater Discharge Permit. The frequency of sampling, analysis, and  
18 reporting shall be set forth in the User's Wastewater Discharge Permit. The  
19 analyses of the sample pollutants and characteristics shall be at the sole expense  
20 of the User. Only sample analyses approved or performed by SAWPA shall be  
21 used in the determination of the SAWPA user charges.  
22

23 S. SAWPA will meet reporting requirements as specified by 40 CFR Part 3 (Cross-  
24 Media Electronic Reporting). Therefore, Users that send electronic (digital)  
25 documents to SAWPA to satisfy the requirements of this Section must register  
26 for the system online and submit a signed Subscriber Agreement to SAWPA for  
27 review and approval. An electronic submission shall be deemed to have been  
28 properly received by SAWPA when it is received by the electronic system,  
29 accessible by SAWPA staff and a confirmation is sent to the signatory making  
30 the submission. When the sender receives confirmation and can fully review the  
31 submitted materials, report and related data shall be considered received.  
32

33 T. The User shall submit a written Contingency Plan that details alternatives to  
34 discharging wastewater to the Brine Line during emergency situations in  
35 accordance with Section 520.0.F of this Ordinance and the User's approved  
36 Waste Discharge Permit.  
37

38 U. Notification of the Discharge of Hazardous Waste. Discharge of hazardous  
39 waste, as defined in 40 CFR 261, is prohibited. Any User that discharges any  
40 hazardous waste into the Brine Line or tributaries thereof shall notify SAWPA  
41 and OCSD immediately as required by 40 CFR 403.12(p).  
42

43 T. A Baseline Monitoring Report (BMR), when required, shall be prepared and  
44 submitted per 40 CFR 403.12(b). Completed BMR shall contain a statement of  
45 review by an authorized representative of the User and be certified by a qualified  
46 professional, indicating whether permit requirements are being met on a

1 consistent basis, and, if not, whether additional operation and maintenance,  
2 subsection P and M, and/or additional Pretreatment is required for the User to  
3 meet the requirements.  
4

5 **502.0 INSPECTION.**  
6

- 7 A. The General Manager shall inspect the facilities of any User using the Brine Line  
8 or tributaries thereto to ascertain whether all requirements of this Ordinance are  
9 being met. Persons on the premises shall allow the General Manager and OCSD  
10 authorized personnel ready access at all reasonable times to all parts of the  
11 premises for the purpose of inspection, sampling, and records examination.  
12
- 13 B. The User shall ensure that there is always a person on site, during normal  
14 business hours, knowledgeable of the User's processes and activities to  
15 accompany the duly authorized SAWPA representative(s) during the inspection.  
16
- 17 C. The User shall provide immediate access when an emergency occurs, regardless  
18 of the hour of the day.  
19
- 20 D. All pretreatment equipment shall be immediately accessible at all times for the  
21 purpose of inspection. At no time shall any material, debris, obstacles or  
22 obstructions be placed in such a manner that will prevent immediate access to  
23 the pretreatment equipment or designated monitoring point(s).  
24
- 25 E. No Person shall interfere with, delay, resist or refuse entrance to the General  
26 Manager when attempting to inspect any facility involved directly or indirectly with a discharge  
27 of wastewater to the Brine Line or tributaries thereto.  
28
- 29 F. Where a User has security measures in force which would require proper  
30 identification and clearance before entry onto/into the premises, the User shall make all  
31 necessary arrangements with the User's security personnel so that, upon presentation of suitable  
32 identification, personnel from SAWPA or duly authorized personnel from SAWPA or OCSD  
33 will be permitted to enter, without delay, for the purpose of performing their specific  
34 responsibilities.  
35
- 36 G. The User shall make available for copying by the General Manager all records  
37 required to be kept under the provisions of this Ordinance.  
38

39 **503.0 INSPECTION WARRANTS.** If the General Manager has been refused access to a  
40 building, structure, or property, or any part thereof with a wastewater discharge to the Brine Line  
41 or tributaries thereto, and is able to demonstrate cause to believe that there may be a violation of  
42 this Ordinance, or that there is a need to inspect or sample the User's facilities as part of a  
43 routine inspection and sampling program of SAWPA designed to verify compliance with this  
44 Ordinance or any permit or order issued hereunder, or to protect the overall public health, safety  
45 and welfare of the community, then the General Manager may seek issuance of an inspection  
46 warrant duly issued pursuant to the procedure set forth in Title 13 (commencing with Section

1 1822.50) of Part 3 of the Code of Civil Procedure. However, in the event of an emergency  
2 affecting the public health or safety, an inspection may be performed without consent or the  
3 issuance of a warrant.

4  
5 **504.0 RECORD KEEPING.** All Users shall keep records of waste hauling, reclamations,  
6 wastewater pretreatment, monitoring device recording charts and calibration reports, effluent  
7 flow, and sample analysis data and any documentation associated with Best Management  
8 Practices established on the site of the wastewater generation. All these records are subject to  
9 inspection and shall be copied as needed. All records must be kept on the site of wastewater  
10 generation for a minimum period of three (3) calendar years. The records retention period may  
11 be extended beyond three years in the event criminal or civil action is taken or an extensive  
12 company history is required.

13  
14 **505.0 FLOW MEASUREMENT.** All Direct Dischargers shall install a continuous monitoring  
15 flow meter capable of measuring industrial wastewater discharged to the Brine Line or  
16 tributaries thereto. The User shall maintain an effluent flow log sheet and record the effluent  
17 flow on a daily basis. The flow measurement device shall conform to standards issued by the  
18 General Manager. The User shall report to the General Manager the type and size of the flow  
19 meter. The flow meter shall be equipped with a non-resetting flow totalizer. All flow meters  
20 shall be calibrated as often as necessary, but at no less frequent than annually. All new meters  
21 shall be selected and installed to ensure accuracy of the actual flow discharged within plus or  
22 minus two (2) percent as determined at the time of calibration. All existing and replacement  
23 meters shall ensure an accuracy of the actual flow discharged within plus or minus five (5)  
24 percent. All flow meter installations shall have posted in a conspicuous place, the flow meter's  
25 size, type, totalizer units, and flow multipliers. The User shall immediately report to the  
26 General Manager any flow meter malfunction or anomaly, and shall not attempt to repair or  
27 replace the meter without the General Manager's prior written approval.

28  
29 A. Flow Measurement System Design and Installation

30  
31 1. **Design.** Design of flow measurement installations shall be performed under  
32 the supervision of a California registered professional engineer of suitable discipline  
33 competent in this field. Design and construction drawings and calculations shall be  
34 stamped with the authorized seal of the supervising professional engineer and signed in  
35 accordance with state law, to indicate review and approval of the work. Detailed  
36 construction drawings for any new or significantly modified discharge flow  
37 measurement system must be submitted for approval prior to any construction. These  
38 drawings must show relevant slopes, elevations and locations of piping, types and  
39 locations of instrumentation, details of flow measurement elements, estimated flow  
40 range (maximum, minimum and average), and details of upstream and downstream  
41 piping, structures, and devices which could influence flow conditions. Manufacturer's  
42 calculations, catalog cuts and data sheets must be included with construction drawings  
43 for any manufactured equipment to be installed as part of the flow measurement system.  
44 Complete rating data and calculations shall be submitted for any engineered flow  
45 measurement device.  
46



1                   2. **Primary Measurement Devices.** Both open channel (flume, weir) and  
2 closed-pipe (magnetic) flow measurement systems are acceptable. Magnetic flow meters  
3 are preferred for industries that have difficulty maintaining open channel flow  
4 measurement. Any flow measurement element that is adversely affected by wastewater  
5 characteristics is prohibited. Flow measurement devices shall be installed downstream of  
6 final pretreatment facilities and as close as possible to the point of connection with the  
7 Brine Line. Above-ground flow measurement installations may require a platform for  
8 automatic samplers so that the top of the sampler will be higher than the water level in  
9 the primary element. Because it is difficult to set automatic samplers for pressurized  
10 closed pipe systems, use of a well-mixed stream through an open channel device (i.e. a  
11 sample box) may be required. To function correctly, flumes and weirs must be properly  
12 installed in accordance with dimensional specifications. Additionally, flumes must be  
13 set level with smooth joints where the influent pipe meets the maintenance access  
14 structure or vault channel. To ensure accuracy of an open channel flow measurement  
15 system, the upstream channel must be designed to prevent excessive velocity and  
16 turbulence, while the downstream channel must be designed to prevent excessive  
17 submergence and backflow.  
18

19                   3. Any additional monitoring equipment must not adversely affect hydraulics of  
20 the open channel element. All open channel installations below grade must be directly  
21 beneath the vault or maintenance access structure access cover to facilitate inspections  
22 and field checks. All open channel installations at or above grade must have a staff  
23 gauge for accuracy checks. Closed pipe meters must be appropriate for the type of  
24 wastewater and range of flow rates, and must be installed to flow full at all times  
25

26 **506. INTERCEPTOR REQUIREMENTS.** All Users required to install a gravity separation  
27 interceptor shall comply with the following conditions:  
28

29                   A. All interceptor chambers shall be immediately accessible at all times for the  
30 purpose of inspection, sampling, cleaning, and maintenance. The User shall provide a separate  
31 ring and cover for each separate interceptor chamber and any additional covers to ensure  
32 adequate cleaning capabilities. All rings shall be affixed to the interceptor to ensure a gas and  
33 water tight seal. At no time shall any material, debris, obstacles or other obstructions be placed  
34 in such a manner that will prevent immediate access to the interceptor.  
35

36                   B. Any interceptor legally and properly installed before August 21, 2007, the  
37 effective date of Ordinance No. 5 shall be acceptable as an alternative to the interceptor  
38 requirements of this Ordinance. The interceptor shall be effective in removing floatable and  
39 settleable material and shall be immediately accessible for inspection, sampling, cleaning, and  
40 maintenance.  
41

42                   C. All drains and openings connected to an approved gravity separation interceptor  
43 shall be equipped with screens or devices which will exclude from the wastewater discharge all  
44 material and particles with a cubic dimension greater than one-half (1/2) of an inch.  
45

46                   D. All gravity separation interceptors shall be equipped with an influent tee

1 extending no more than six inches below the operating fluid level of the interceptor. The  
2 interceptor shall also have tees extending to within 12 inches of the bottom at the exit side of  
3 each chamber in the interceptor, including the final chamber. In a case where a manufacturer's  
4 engineered interceptor design is contrary to this requirement, the General Manager shall review  
5 the design and either approve or deny an exemption to this requirement.  
6

7 E. All interceptors shall be equipped with a sample box or sample wye as  
8 determined by the General Manager.  
9

10 F. No User shall install or use any elbows or tees in any interceptor sample box.  
11

12 G. If the General Manager finds that an interceptor is incapable of adequately  
13 retaining floatable and settleable material in the wastewater flow, is structurally inadequate, or is  
14 undersized for the facility, the General Manager shall reject such interceptor and declare that the  
15 interceptor does not meet the requirements of this Section. The User shall thereupon be required  
16 to install, at the User's expense, an interceptor that is acceptable to the General Manager.  
17

18 **507.0 STANDARD INTERCEPTOR DESIGNS.** The General Manager will maintain a file,  
19 available to the public, of suitable designs of gravity separation interceptors. This file will be  
20 for informational purposes only and shall not provide or imply any endorsements of any kind.  
21 Installation of an interceptor of a design shown in this file, or of any design meeting the size  
22 requirements set forth in this Ordinance shall not subject SAWPA to any liability for the  
23 adequacy of the interceptor under actual conditions of use. The User shall not be relieved of the  
24 responsibility for keeping floatable and settleable material out of the Brine Line or tributaries  
25 thereto.  
26

27 **508.0 INTERCEPTOR MAINTENANCE.**  
28

29 A. Any User who owns or operates a gravity separation interceptor shall properly  
30 maintain the interceptor at all times. The interceptor shall be cleaned as often as necessary to  
31 ensure that sediment and floating materials do not accumulate to impair the efficiency of the  
32 interceptor and odors do not accumulate which would cause a public nuisance. An interceptor is  
33 not considered to be properly maintained, if for any reason the interceptor is not in good  
34 working condition or if the operational fluid capacity has been reduced by more than 25% by the  
35 accumulation of floating material, sediment, oils or greases.  
36

37 B. The use of chemicals or other materials for the emulsification, suspension, or  
38 dissolution of oil and grease is prohibited.  
39

40 C. The use of microbiological agents to metabolize oil and grease or other  
41 constituents, shall be reviewed for approval on a case-by-case basis. The User shall submit a  
42 written request to the General Manager for the use of a microbiological agent prior to the use of  
43 that agent.  
44

45 D. When an interceptor is cleaned, the removed sediment, liquid and floating  
46 material shall be legally disposed of other than to the Brine Line or tributaries thereto and shall

1 not be reintroduced into the interceptor or discharged into another interceptor at another location  
2 not designed and permitted to accept such waste.

3  
4 E. If the interceptor is not maintained adequately under the conditions of use, the  
5 interceptor may be resized and the User shall install one that is effective in accomplishing the  
6 intended purpose.

7  
8 F. The User required to install an interceptor is liable for any failure to properly  
9 maintain such interceptor.

10  
11 **509.0 LIQUID WASTE HAULERS.** All liquid waste haulers shall comply with all permitting  
12 and disposal procedures as established by this Ordinance and pay all applicable fees established  
13 by resolution. All liquid waste haulers shall obtain all other applicable permits required by city,  
14 county or state agencies. All liquid waste haulers shall also abide by the following requirements  
15 and conditions:

16  
17 A. Liquid waste haulers shall only haul wastewater for Generators listed in the  
18 permit. Generators shall hold a separate permit issued by SAWPA.

19  
20 B. If any liquid waste hauler's load is determined to be hazardous pursuant to  
21 applicable federal, state, or local regulations, then the liquid waste hauler shall be required to  
22 remain at SAWPA's Brine Line Collection Station. The liquid waste hauler shall then make  
23 arrangements for the legal disposal of the load. If the liquid waste hauler refuses to remain on  
24 site, the General Manager shall notify the appropriate law enforcement agency to respond to this  
25 violation.

26  
27 C. Prior to any discharge to a SAWPA Brine Line Collection Station, all liquid waste  
28 manifest forms shall be completed in full, approved and signed by SAWPA's General Manager  
29 or his/her designated representative, or otherwise approved by an automated attendant before any  
30 load is allowed to be discharged into SAWPA's Brine Line Collection Station. Brine Line  
31 Collection Stations with less than full time staffing shall be provided with appropriate and  
32 SAWPA-approved automation and procedural safeguards as specified in the disposal site permit  
33

34 D. Falsification of any information in any permit application, hauler's report or  
35 manifest, or correspondence by a liquid waste hauler shall be a violation of this Ordinance and  
36 may result in termination, revocation or suspension of the liquid waste hauler permit and all  
37 discharge privileges.

38  
39 E. All reports and records required to be retained by this Ordinance, shall be  
40 retained for a minimum of three (3) years and shall be made available to the General Manager  
41 immediately upon request.

42  
43 F. All liquid waste haulers shall pay all applicable fees and charges. Failure to pay  
44 any applicable fee or charge shall be a violation of this Ordinance and shall be cause for the  
45 General Manager to suspend all waste discharge privileges until all applicable fees and charges  
46 have been paid.

1  
2 G. Contents of septic tanks, seepage pits, cesspools, or any other similar receptacles,  
3 which contain no industrial waste, shall not be disposed of at SAWPA's Brine Line Collection  
4 Station.  
5

6 H. All liquid waste haulers operating within SAWPA's jurisdiction or tributaries  
7 thereto shall provide documentation as to the origin of the wastes hauled prior to discharging  
8 into SAWPA's Brine Line Collection Stations. The origin of the waste means the physical  
9 address from where the wastes were generated and, if different, the physical address from where  
10 the wastes were obtained.  
11

12 I. If the waste hauled by a liquid waste hauler is found unacceptable for discharge  
13 into a SAWPA Brine Line Collection Station and is not classified as hazardous, then the liquid  
14 waste hauler shall dispose of the wastes at a non-SAWPA legal disposal site. The liquid waste  
15 hauler shall provide SAWPA with a copy of the waste hauler's manifest documenting the legal  
16 disposal of the rejected wastes within fourteen (14) days from the date the waste was rejected.  
17 As an alternative, the liquid waste hauler may return the rejected waste to the generator of such  
18 rejected wastes for additional pretreatment, and the liquid waste hauler may return to a SAWPA  
19 Brine Line Collection Station or another legal disposal site for discharge. The liquid waste  
20 hauler shall also provide SAWPA with a manifest documenting such alternative action. Failure  
21 to provide verifiable documentation shall constitute a violation of this Ordinance and may result  
22 in termination, revocation or suspension of the liquid waste hauler permit and all discharge  
23 privileges.  
24

25 J. No liquid waste hauler shall use any temporary, stationary, or mobile liquid  
26 storage device in an attempt to mix or dilute any rejected load in order to achieve compliance.  
27

28 K. Except as allowed in Section 509, Paragraph I., no liquid waste hauler shall  
29 dispose of any rejected load into any septic tank, cesspool, seepage pit or similar devices, any  
30 grease interceptor or trap, any storm drain, any collection system opening except those  
31 authorized in writing by the General Manager, or return the rejected load back to the site of  
32 origin  
33

34 L. Liquid waste haulers are prohibited from discharging domestic waste into the  
35 Brine Line or tributaries thereto. No liquid waste hauler shall mix industrial waste and domestic  
36 septic wastes in an attempt to discharge the mixture to a SAWPA Brine Line Collection Station.  
37

38 M. No liquid waste hauler shall discharge or cause to be discharged any material  
39 defined as hazardous by RCRA.  
40

41 N. Any authorized SAWPA employee, authorized representative or contract  
42 employee shall have the authority to order the immediate cessation of the discharge from any  
43 liquid waste hauler truck into a Brine Line Collection Station. Such order shall be based on the  
44 employee, authorized representative or contract employee's best professional judgment that said  
45 discharge may be in violation of any applicable condition of this Ordinance or may otherwise be  
46 harmful to the operation of the Brine Line or tributaries thereto, OCSD's POTW or its

1 employees.

2  
3 O. Any liquid waste hauler determined to be in violation of this Section may be  
4 prohibited from future liquid waste disposal at a Brine Line Collection Station.

5  
6 **510.0 USE OF AND DAMAGE TO SAWPA EQUIPMENT OR FACILITIES.**

7  
8 A. No Person shall enter, break, damage, destroy, uncover, alter, change, modify,  
9 deface or tamper with any temporary or permanent structure, equipment, or appurtenance which  
10 is part of SAWPA's Brine Line without prior written approval by the General Manager.

11  
12 B. Any Person who discharges or causes or contributes to the discharge of any  
13 wastewater or materials which cause any obstruction, Interference, damage, or any other  
14 impairment to the Brine Line, OCSD's POTW, or any other damages, including the imposition  
15 of fines or penalties by state, federal or other regulatory agencies against SAWPA, shall be  
16 liable to SAWPA for all fines, penalties, damages, legal expenses, attorney's fees,  
17 administrative and overhead costs. An administrative fee of up to ninety (90) percent of  
18 SAWPA's repairs and personnel costs shall be added to these charges at the General Manager's  
19 discretion. All charges shall be payable to SAWPA within thirty (30) days of invoicing by  
20 SAWPA.

21  
22 **511.0 SEPARATION OF DOMESTIC AND INDUSTRIAL WASTE.** Any User who  
23 discharges industrial wastewater to the Brine Line or tributaries thereto shall separate domestic  
24 wastewater from all industrial wastewater until the industrial wastewater has passed through all  
25 required pretreatment equipment or devices, and the User's industrial wastewater sample  
26 point(s). For existing Categorical Industrial Users which cannot separate the domestic wastes  
27 from the industrial wastes prior to a permitted sampling point, the Combined Wastestream  
28 Formula shall be applied to determine applicable discharge limitations. Existing Industrial  
29 Users with domestic wastewater in their discharge may be required to install a Sampling Facility  
30 upstream of the domestic wastewater connection(s).

31  
32 **512.0 LIMITATIONS ON WASTEWATER STRENGTH.** No Person shall discharge  
33 industrial wastewater into the Brine Line or tributaries thereto unless the wastewater conforms  
34 to all of the pollutant limitations and requirements of this Ordinance and related SAWPA  
35 resolutions. Pollutant limitations shall be revised and adopted by resolution as necessary to  
36 ensure compliance with OCSD's POTW effluent and biosolids reuse. The SAWPA  
37 Wastestream Correction Formula (WCF) may be used to adjust the pollutant limitations to  
38 account for the presence of SAWPA Industrial Non-Process Wastestreams.

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$$C_A = \frac{C_C (\sum_{N=1}^M F_N)}{F_T}$$

Where:  $C_A$  = Adjusted Local Limit to account for Industrial Non-Process  
Wastestream(s)  
 $C_C$  = Local Limit for the pollutant constituent  
 $F_N$  = Average daily flow for SAWPA Industrial Process Wastestream N

1  $F_T$  = Average daily flow through the sample point  
2 M = Total number of SAWPA Industrial Process Wastestreams  
3

4 For Categorical Industrial Users, the following options exist:  
5

6 A. Where a categorical pretreatment standard is expressed in terms of either the  
7 mass or the concentration of a pollutant in wastewater, the General Manager may impose  
8 equivalent concentration or mass limits in accordance with 40 CFR 403.6(c).  
9

10 B. When wastewater subject to a categorical pretreatment standard is mixed with  
11 wastewater not regulated by the same standard, the General Manager shall impose an alternate  
12 limit using the Combined Wastestream Formula.  
13

14 C. A variance from a categorical pretreatment standard may be issued if the User  
15 can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors  
16 relating to its discharge are fundamentally different from the factors considered by the EPA  
17 when developing the categorical pretreatment standard.  
18

19 **513.0 LOCAL LIMITS.** The General Manager shall implement pollutant limitations developed  
20 as Local Limits by OCS D pursuant to 40 CFR 403.5(c) and 403.8(f)(4) and amendments thereto,  
21 and as Local Limits and Best Management Practices to protect the operation of the Brine Line  
22 and prevent SSOs. These limitations are necessary to assure compliance with the OCS D's  
23 NPDES permit, including the prohibition against Pass Through of any pollutants that cause a  
24 violation of the permit or cause Interference with the POTW, and compliance with State Water  
25 Resources Control Board (SWRCB) adopted Order No. 2006-003, a General Waste Discharge  
26 Requirement (WDR) for all publicly owned sanitary sewer collection systems in California with  
27 more than one (1) mile of sewer pipe. Customer specific allocations at current POTW loadings  
28 may be created for public health facilities providing a lifesaving service or procedure so long as  
29 the pollutant discharged will not contribute to Pass Through, Interference or other violation of  
30 the OCS D's NPDES permit. These pollutant limitations shall be continually developed as  
31 necessary and shall be adopted by resolution. Specific pollutant limits shall not be developed  
32 and enforced without individual public notice to affected Persons or Users.  
33

34 **514.0 PRETREATMENT OF INDUSTRIAL WASTEWATERS.** All Users shall:  
35

36 A. Provide wastewater pretreatment, as required, to comply with this Ordinance and  
37 any applicable SAWPA resolution.  
38

39 B. Whenever deemed necessary, the General Manager may require Users to restrict  
40 their wastewater discharge, relocate and/or consolidate points of discharge, separate domestic  
41 wastestreams from industrial wastestreams, and other such conditions as may be necessary to  
42 protect OCS D's POTW and determine the User's compliance with the requirements of this  
43 Ordinance.  
44

45 C. Notify the General Manager of any pretreatment equipment failure within 24-  
46 hours of discovering the failure. The notification may be made by a telephone call, electronic

1 mail sent to a pre-approved list of electronic mail addresses, telefax transmission, or a meeting  
2 with the General Manager or a Member Agency or a Contract Agency as necessary to comply  
3 with the conditions of the Wastewater Discharge Permit.  
4

5 **515.0 UNAUTHORIZED MONITORING AND PRETREATMENT EQUIPMENT**  
6 **MODIFICATIONS.** No User shall knowingly falsify, tamper with, or render inaccurate any  
7 monitoring device or any pretreatment equipment or device. Such falsification, tampering, or  
8 inaccuracy will be considered a violation of this Ordinance and will subject the User to  
9 enforcement actions.  
10

11 **516.0 PRETREATMENT EQUIPMENT BYPASS.** No User shall bypass any pretreatment  
12 equipment or device unless the bypass is necessary to prevent loss of life, personal injury, and/or  
13 severe property damage or when no feasible alternative exists. The User may allow the bypass  
14 to occur provided that it does not cause pollutant limitation violations and is necessary to  
15 perform essential maintenance to ensure adequate operation of the pretreatment equipment or  
16 devices. The General Manager may approve an anticipated bypass, after considering its adverse  
17 effects, if the General Manager determines that it will meet the three conditions listed in 40 CFR  
18 403.17(d)(1). Notification of the bypass shall comply with the following conditions:  
19

20 A. Anticipated bypass: The User shall submit a written notice to the General  
21 Manager at least ten (10) days before the date of the scheduled bypass.  
22

23 B. Unanticipated bypass: The User shall notify the General Manager immediately  
24 upon learning that any pretreatment equipment or device has been bypassed. The User shall  
25 submit a written report to the General Manager within five (5) working days. The report shall  
26 include:  
27

- 28 1. A description of the bypass, the cause of the bypass, and the duration of the  
29 bypass;
- 30 2. Whether or not the bypass was corrected; and
- 31 3. The actions taken or proposed to reduce or prevent a recurrence of the  
32 bypass.  
33  
34  
35

36 **517.0 PROHIBITED DISCHARGE OF RECOVERED PRETREATMENT WASTE.** No  
37 Person shall discharge waste recovered from pretreatment equipment, systems, or devices into  
38 the Brine Line or tributaries thereto without authorization and permits from SAWPA and/or  
39 other regulatory agencies having jurisdiction over the discharge of the waste. All recovered  
40 pretreatment waste shall be disposed of in accordance with all applicable federal, state, county,  
41 and local laws and regulations.  
42

43 **518.0 INDUSTRIAL USER MODIFICATIONS.** All permitted Industrial Users shall report  
44 proposed changes in their operations to the General Manager for review and approval thirty (30)  
45 days prior to initiation of the changes. The reporting shall be done in writing from the  
46 Authorized Representative of the permitted Industrial User. For the purposes of this section

1 "changes" shall include any of the following:  
2

3 A. A sustained twenty (20) percent increase or decrease in the industrial wastewater  
4 flow discharged or in production capacity.  
5

6 B. Additions, deletions or changes to processes or equipment.  
7

8 C. Experimentation with new processes and/or equipment that will affect the  
9 quantity or quality of the wastewater discharged.  
10

11 **519.0 SPILL CONTAINMENT SYSTEMS.** Spill containment systems, as may be required,  
12 shall conform to requirements established by the General Manager. These requirements may  
13 include, but not be limited to, the following:  
14

15 A. No User shall operate a spill containment system that allows incompatible  
16 substances to mix and thereby creating a hazardous or toxic substance in the event of a failure of  
17 one or more containers.  
18

19 B. Spill containment systems shall consist of a system of dikes, walls, barriers,  
20 berms, or other devices designed to contain spillage of the liquid contents of containers.  
21

22 C. Spill containment systems shall be constructed of materials that are impermeable  
23 and non-reactive to the liquids being contained.  
24

25 D. Spill containment systems shall conform to local regulations and policies as to  
26 percent containment, container type, size, outdoor covering, and the length of time spilled  
27 material may remain in the spill containment system.  
28

29 E. At no time shall a User use a spill containment system for the storage of waste  
30 other than from a spill.  
31

32 **520.0 FACILITY WASTE MANAGEMENT PLAN.** All permitted Industrial Users shall be  
33 required to develop and maintain a Facility Waste Management Plan (FWMP). The FWMP  
34 may consist of the following documents:  
35

36 A. **TOXIC ORGANIC MANAGEMENT PLAN (TOMP).** At SAWPA's  
37 discretion Categorical Industrial Users may be permitted to submit a TOMP in lieu of required  
38 pollutant monitoring. SAWPA reserves the right to require Total Toxic Organic monitoring of  
39 all Users allowed to submit a TOMP.  
40

41 B. **SLUG DISCHARGE PREVENTION CONTROL PLAN (SDPCP).** An  
42 SDPCP may be required of Industrial Users as determined by the General Manager.  
43 Considerations to determine the need for a SDPCP include the use of Batch Discharges to  
44 dispose of wastewater, stored chemicals or materials, or the potential for a Slug Discharge  
45 which, if discharged to the Brine Line or tributaries thereto, would violate any of the prohibited  
46 discharge requirements of this Ordinance. An SDPCP showing facilities and operation



1 procedures to provide this protection shall be submitted to the General Manager for review and  
2 approval before implementation.

3  
4 Any User required to develop and implement an SDPCP shall submit an SDPCP which  
5 addresses, at a minimum, the following:

- 6
- 7 (a) Description of discharge practices, including non-routine batch discharges;
- 8 (b) Description of stored chemicals;
- 9 (c) Procedures for immediately notifying SAWPA of any accidental or Slug Discharge.  
10 Such notification must also be given for any discharge which would violate any of the  
11 standards set forth in this Ordinance and any local, state or federal regulations; and,
- 12 (d) Procedures to prevent adverse impact from any accidental or Slug Discharge. Such  
13 procedures include, but are not limited to, inspection and maintenance of storage  
14 areas, handling and transfer of materials, loading and unloading operations, control of  
15 plant site runoff, worker training, building of containment structures or equipment,  
16 measures for containing toxic organic chemicals (including solvents), and/or measures  
17 and equipment for emergency response.
- 18

19 Each User shall implement its SDPCP as submitted or modified after such plan has been  
20 reviewed and approved by the General Manager. Review and approval of such plans and  
21 operations procedures by the General Manager shall not relieve the User from the responsibility  
22 to modify its facility as necessary to meet the requirements of this Ordinance.

23  
24 **C. PRETREATMENT SYSTEMS OPERATIONS AND MAINTENANCE**  
25 **MANUAL.** A Pretreatment Systems Operations and Maintenance Manual shall be maintained  
26 on site by all Industrial Users operating and maintaining pretreatment equipment for the removal  
27 of pollutants from wastewater. The General Manager may require the Industrial User to submit  
28 the manual.

29  
30 **D. HAZARDOUS MATERIALS AND HAZARDOUS WASTE**  
31 **MANAGEMENT PLAN.** A Hazardous Materials and Hazardous Waste Management Plan are  
32 required of all Industrial Users that use or possess hazardous materials or generate hazardous  
33 waste. A city or county Fire Department-required Business Emergency Plan may be substituted  
34 for this management plan.

35  
36 **E. WASTE MINIMIZATION/POLLUTION PREVENTION PLAN**  
37 **(WM/PPP).**

38  
39 1. A Waste Minimization/Pollution Prevention Plan (WM/PPP) is required of  
40 any Industrial User:

- 41
- 42 a. For whom the General Manager has determined such WM/PPP is  
43 necessary to achieve a water quality objective;
- 44
- 45 b. Determined by the State or Regional Board to be a chronic violator, and  
46 the State or Regional Board or SAWPA's General Manager determines that a

1 WM/PPP is necessary; or  
2

3 c. That significantly contributes, or has the potential to significantly  
4 contribute, to the creation of a toxic hot spot as defined in Water Code Section  
5 13391.5.  
6

7 2. A WM/PPP required of an Industrial User shall include all of the following:  
8

9 a. An analysis of one or more of the pollutants, as directed by the State  
10 Board, Regional Board, or SAWPA, that the User discharges to the Brine Line  
11 or tributaries thereto, description of the sources of the pollutants, and a  
12 comprehensive review of the processes used by the User that result in the  
13 generation and discharge of the pollutants.  
14

15 b. An analysis of the potential for pollution prevention to reduce the  
16 generation of the pollutants, including the application of innovative and  
17 alternative technologies and any adverse environmental impacts resulting from  
18 the use of those methods.  
19

20 c. A detailed description of the tasks and time schedules required to  
21 investigate and implement various elements of pollution prevention techniques.  
22

23 d. A statement of the User's pollution prevention goals and strategies,  
24 including priorities for short-term and long-term action.  
25

26 e. A description of the User's existing pollution prevention methods.  
27

28 f. A statement that the User's existing and planned pollution prevention  
29 strategies do not constitute cross media pollution transfers unless clear  
30 environmental benefits of such an approach are identified to the satisfaction of  
31 SAWPA and information that supports that statement.  
32

33 g. Proof of compliance with the Hazardous Waste Source Reduction and  
34 Management Review Act of 1989 (article 11.9 (commencing with Section  
35 25244.12) of Chapter 6.5 of Division 20 of the Health and Safety Code) if the  
36 User is also subject to that act.  
37

38 h. An analysis, to the extent feasible, of the relative costs and benefits of the  
39 possible pollution prevention activities.  
40

41 i. A specification of, and rationale for, the technically feasible and  
42 economically practicable pollution prevention measures selected by the User for  
43 implementation.  
44

45 3. Any User who fails to complete a WM/PPP required by SAWPA or the State  
46 or Regional Board, submits a plan that does not comply with this Section, or fails to

1 implement a plan required by SAWPA or the State or Regional Board, shall be liable to  
2 SAWPA for any civil penalty assessed administratively by SAWPA or by a court of law  
3 in accordance with this Ordinance, including any attorney's fees incurred by SAWPA.  
4

5 **F. EMERGENCY CONTACT LIST AND CONTINGENCY PLAN.** All Users  
6 are required to submit, and retain a copy on-site, a contingency plan that details the actions that  
7 will be taken in the event of an emergency or other event that causes SAWPA or the Control  
8 Authority to shut down the Brine Line. Said plan shall include, but is not limited to, the  
9 following:  
10

11 1. A list of names and telephone numbers of emergency contacts that can be  
12 reached 24 hours a day (shall be provided to SAWPA semi-annually in January and  
13 July).  
14

15 2. A written plan (updated and provided to SAWPA annually in January) that  
16 describes all available alternatives to discharging to the Brine Line, including on-site  
17 storage, hauling, ceasing the discharge, or directing all wastewater flows to a local  
18 POTW.  
19

20 **521.0 NOTICE OF POTENTIAL PROBLEMS TO POTW.** All Users shall immediately  
21 notify SAWPA of all wastewater discharges that could cause a problem at OCSD's POTW or in  
22 the Brine Line or tributaries thereto, including any Slug Discharge of any material. Wastewater  
23 discharges that may cause a problem at OCSD's POTW or the Brine Line or tributaries thereto  
24 include, but are not limited to, acids, alkalis, oils, greases, high strength organic waste,  
25 hazardous materials and waste, colored wastes, and Batch Discharges. All Users shall provide  
26 the General Manager, within five (5) business days from the incident, a written report detailing  
27 the cause of the discharge and the corrective actions taken to prevent a recurrence. A notice shall  
28 be permanently posted at a prominent location at the User's facility advising employees and  
29 listing the emergency call contact name and numbers in the event of a wastewater discharge that  
30 could cause a potential problem. Employees who could cause or become aware of such a  
31 discharge shall be advised of the emergency notification procedure.  
32

33 **522.0 WRITTEN RESPONSES.** All Users required to provide written response to any  
34 correspondence, order, or notice from the General Manager, shall do so in accordance with the  
35 date specified in the correspondence, order, or notice. Failure to provide the written response by  
36 the date requested shall constitute a violation of this Ordinance and may subject the User to  
37 enforcement actions.  
38

39 **523.0 FALSIFYING INFORMATION.** Any User who knowingly makes any false statement,  
40 representation, or certification in any record, report, correspondence, or other document  
41 submitted or required to be maintained under this Ordinance, including monitoring reports and  
42 records, or reports of compliance or noncompliance shall be in violation of this Ordinance and  
43 may subject the User to enforcement actions.  
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**ARTICLE 6  
ENFORCEMENT**

**600.0 PURPOSE AND SCOPE.** SAWPA's Commission finds that in order for SAWPA to comply with the laws, regulations, and rules imposed upon it by Regulatory Agencies and to ensure that SAWPA's and OCSD's sewerage facilities and treatment processes are protected and are able to operate with the highest degree of efficiency, and to protect the public health and environment, specific enforcement provisions must be adopted to govern the discharges to the Brine Line and tributaries thereto by permitted Users.

**601.0 ENFORCEMENT RESPONSE PLAN (ERP).** To the extent required by law or agreement, SAWPA will use an Enforcement Response Plan (ERP), as required by 40 CFR 403.8(f) (5) to coordinate enforcement actions against Users and Persons in noncompliance with this Ordinance. To the extent that there is any conflict between the ERP and this Ordinance, this Ordinance shall take precedence.

**602.0 ADMINISTRATIVE VIOLATIONS.** There is hereby established a class of violations to be known as Administrative Violations that are further subdivided into minor and major administrative violations as follows:

A. **Minor Administrative Violations** include, but are not limited to, the following:

1. Submission of incomplete reports or questionnaires;
2. Failure to submit reports by the scheduled due date;
3. Failure to respond and submit to questionnaires;
4. Missing a compliance date without proper prior notification to SAWPA;
5. Failure to conduct sampling, including self-monitoring, when required;
6. Failure to notify the General Manager of a violation of permit conditions within twenty-four (24) hours of the discovery of the violation; or
7. Failure to pay all required fees, penalties and charges within forty-five (45) days from the due date.

B. **Major Administrative Violations** include, but are not limited to, the following:

1. Failure to notify the General Manager of a Slug Discharge immediately after discovery of said discharge;
2. Failure to respond, by scheduled due date, to letters requiring responses or to administrative orders;

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- 3. Missing a compliance date by more than forty-five (45) days;
- 4. Falsification of documents or attempting to mislead SAWPA or OCSD in any manner whatsoever;
- 5. Failure to cooperate with SAWPA or contracted employees exercising their authority under this Ordinance, including monitoring and inspection activities;
- 6. A pattern of minor administrative violations;
- 7. Failure to allow entry to authorized SAWPA employees, agents, OCSD employees, or contracted employees, in the course of their job, onto the User's property;
- 8. Failure to produce records as required;
- 9. Failure to accurately report noncompliance;
- 10. Failure to submit required reports (self-monitoring, baseline monitoring report, 90-day compliance report, Compliance Schedule progress reports) or submitting such reports more than forty-five (45) days late;
- 11. Failure to pay pursuant to Section 304.0 of this Ordinance, permit application fees, permit renewal fees, charges, or Administrative Penalties within sixty (60) days of due date;
- 12. Intentional discharge of a hazardous waste or material or otherwise prohibited waste into the Brine Line or tributaries thereto; or
- 13. Wastewater discharge without a valid Wastewater Discharge Permit after notification.

C. Upon notice of appropriate mitigating circumstances and consistent with applicable federal and state laws, the General Manager has sole discretion to treat a Major Administrative Violation as a Minor Administrative Violation, or a pattern of Minor Administrative Violations with aggravating circumstances as a Major Administrative Violation.

**603.0 VIOLATIONS OF DISCHARGE LIMITATIONS.**

A. There is hereby established a class of violations to be known as discharge violations that are further subdivided into minor and major discharge violations as follows:

- 1. **Minor Discharge Violations** are those that, either alone or in combination with similar user discharge violations, as determined by the General Manager, pose no significant threat to the public health, safety or welfare, the environment, the Brine Line or tributaries thereto, OCSD's POTW or to any SAWPA employee or contractor.

1                   2. **Major Discharge Violations** may include, but are not limited to, the  
2 following:

3  
4                   a. As determined by Significant Noncompliance criteria in 40 CFR 403.8(f)  
5 (2) (viii);

6  
7                   b. Major Discharge Violations which, either alone or in combination with  
8 similar discharges, as determined by the General Manager, pose a significant  
9 threat to the public health, welfare or safety, the environment, the safe and  
10 efficient operation of the Brine Line or tributaries thereto, OCSD's POTW, or to  
11 any SAWPA employee or contractor, or cause or contribute to the additional  
12 treatment costs incurred by SAWPA or a violation of OCSD's NPDES permit,  
13 or cause or contribute to Pass Through, Interference, or other known damages;

14  
15                   c. Discharging regulated pollutants to the Brine Line or tributaries thereto  
16 without a current discharge permit;

17  
18                   d. A pattern of Minor Discharge Violations;

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20                   e. Failure to correct a Minor Discharge Violation within a specific time  
21 period as directed by the General Manager; or,

22  
23                   f. Tampering with or purposely rendering inaccurate any monitoring  
24 device, method or record required to be maintained pursuant to this Ordinance.

25  
26                   B. Upon notice of appropriate mitigating circumstances, the General Manager has  
27 sole discretion to treat a Major Discharge Violation as a Minor Discharge Violation. The  
28 General Manager also has sole discretion to treat a pattern of Minor Discharge Violations with  
29 aggravating circumstances as individual Major Discharge Violations.

30  
31 **604.0 UNCLASSIFIED VIOLATIONS.** For any violation by any User or Person that is not  
32 classified herein, or for the violation of any rule or regulation promulgated hereunder, the  
33 General Manager shall have the discretion to treat such violation as a minor or major violation  
34 and to exercise enforcement authority accordingly. In exercising this enforcement authority, the  
35 General Manager shall consider the magnitude of the violation, its duration, and its effect on  
36 receiving waters, the Brine Line or tributaries thereto, OCSD's POTW, the health and safety of  
37 SAWPA employees, contractors, Users, and the general public. The General Manager shall also  
38 evaluate the User's or Person's compliance history, good faith, and any other factors the General  
39 Manager deems relevant.

40  
41 **605.0 SEPARATE VIOLATIONS.** Any User or Person found to be in violation of this  
42 Ordinance shall be charged with a separate violation for each day the same violation exists.  
43 Wastewater discharge pollutant violations shall be considered an individual violation for each  
44 pollutant in violation.

45  
46 **606.0 ADMINISTRATIVE ORDERS.** The General Manager may require compliance with

1 Wastewater Discharge Permit conditions or limitations by issuing Administrative Orders that  
2 are enforceable in a court of law or by directly seeking court action. The General Manager may  
3 use Administrative Orders, either individually, sequentially, concurrently, or in any order for one  
4 or more violations as appropriate for the circumstances. Administrative Orders include:  
5

6       A.       **WRITTEN WARNING.** A written warning shall be given to a User identified  
7 to have a Minor Administrative Violation of this Ordinance or permit condition or requirement.  
8 The written warning shall be served personally or by certified mail upon the User, and the  
9 written warning will state the provisions violated, the facts alleged to constitute the violation  
10 and may include a correction notice at the discretion of the General Manager.  
11

12       B.       **CORRECTION NOTICE.** A correction notice shall be given to a User to  
13 require correction of minor violations noted during an inspection by the General Manager of the  
14 User's facility and may be issued in conjunction with a written warning.  
15

16               1. Compliance time extensions may be granted to Users who fail to correct  
17 minor violation(s) required by a correction notice, upon showing of good cause by such  
18 User.  
19

20               2. For purposes of this Section, "good cause" means an unforeseeable and  
21 unavoidable event or series of events, over which User had no control, which prevented  
22 or significantly impaired the User's ability to comply with the correction notice.  
23

24               3. A correction notice may require a written response within ten (10) days of  
25 receipt; User shall provide a written explanation to the General Manager of the  
26 violation, including specific actions taken to correct the violation. Submission of such a  
27 response in no way relieves the User of liability for any violations occurring before or  
28 after receipt of the written warning and/or correction notice.  
29

30       C.       **MONITORING/PRODUCTION INFORMATION ORDER (MPIO)** shall be  
31 issued to a User for consecutive violations or if determined to be in SNC for the same pollutant  
32 as detected either in SAWPA samples, User samples (self-monitoring), or both. The MPIO  
33 shall be used to determine if discharge compliance has been achieved or if a detected violation is  
34 consistent. The User may be required to self-monitor the wastewater discharged for the  
35 pollutants in violation and record the daily effluent wastewater flow frequency and schedule as  
36 determined by the General Manager based on the volume and frequency of industrial wastewater  
37 discharged to the Brine Line or tributaries thereto. Production information shall be required of  
38 all Categorical Industrial Users which have production based discharge limits.  
39

40       D.       **NOTICE OF VIOLATION (NOV).** When the General Manager finds that a  
41 User has violated, or continues to violate, any provision of this Ordinance, related resolution, an  
42 individual Wastewater Discharge Permit or any order issued under this Ordinance, the General  
43 Manager may serve upon the User a written Notice of Violation (NOV). The NOV shall be  
44 served personally or by certified mail upon the User, and the NOV will state the provisions  
45 violated, the facts alleged to constitute the violation and may include any proposed corrective  
46 actions or monitoring. Within ten (10) business days of the receipt of the NOV, User shall

1 provide a written explanation of the violation, a plan for the satisfactory correction and  
2 prevention thereof, including specific required actions, to the General Manager. Submission of  
3 such a response and plan in no way relieves the User of liability for any violations occurring  
4 before or after receipt of the NOV. Nothing in this Section shall limit the authority of the  
5 General Manager to take any action, including any emergency actions or any other enforcement  
6 action, with or without the issuance of a NOV.  
7

8 E. **VIOLATION MEETING** shall be required of all Users who have failed to  
9 achieve compliance after the issuance of an NOV or violation(s) resulting in significant  
10 noncompliance. This meeting shall be for the General Manager to consider drafting a Consent  
11 Order or Compliance Order and for the User to propose solutions, request time extensions, draft  
12 a compliance schedule, or file an appeal.  
13

14 F. **CONSENT ORDER.** The General Manager may, at any time after finding a  
15 violation of this Ordinance, enter into an agreement with the violating User that shall be known  
16 as a Consent Order. Such agreement may be in the form of a Compliance Schedule with  
17 milestones or other specific actions to be taken by the User to correct or prevent the  
18 noncompliance within a time period specified in the order, or payment of damages, penalties,  
19 fines, or other remedies. The Consent Order is developed between the User and SAWPA. This  
20 Order shall have the same force and effect as any other Administrative Order issued pursuant to  
21 this Ordinance and may include a civil penalty pursuant to Section 610.H. A Consent Order  
22 may be enforced by an Administrative Complaint under Section 610 or by court action.  
23

24 G. **COMPLIANCE ORDER.**  
25

26 1. A Compliance Order shall be issued to a User that has violated or continues  
27 to violate this Ordinance, the User's Wastewater Discharge Permit, or any other order  
28 issued under this Ordinance. The General Manager may issue a Compliance Order to  
29 the User responsible for the violation(s) which shall specify the provisions violated and  
30 the facts constituting the violation(s), and shall direct that adequate treatment facilities,  
31 devices, or other related appurtenances be installed and properly operated by a specified  
32 time period. Compliance Orders may also contain such other requirements as the  
33 General Manager deems reasonably necessary and appropriate to assure timely  
34 compliance with this Ordinance and to address the noncompliance. Such Order may  
35 require the installation of pretreatment technology, additional self-monitoring,  
36 management practices, adherence to a compliance schedule with milestones, submission  
37 of action plans, appearance by the User at a specific time and place for a compliance  
38 meeting, or other measures necessary to achieve and maintain compliance. The  
39 Compliance Order is developed by the General Manager without comment from the  
40 User and may include a Civil Penalty Order pursuant to Section 610.H.  
41

42 2. If no public hearing on the alleged violation(s) has been previously  
43 conducted, the alleged violating User may either submit a written explanation or other  
44 response to the Compliance Order or request the General Manager to conduct either an  
45 informal meeting or a hearing. Such submission or request shall be in writing and filed  
46 with the General Manager no later than ten (10) days after receipt of the Compliance



1 Order. The request shall not stay the Compliance Order.  
2  
3

4 3. A Compliance Order may be enforced by an Administrative Complaint under  
5 Section 610 or by court action.  
6

7 H. **CIVIL PENALTY ORDER** will be issued to a User by the General Manager or  
8 SAWPA Counsel to assess penalties required by Sections 610.0, 611.0 and 619.0 of this  
9 Ordinance and any other costs incurred by SAWPA in the investigation, monitoring, legal  
10 assistance, enforcement, cleanup or repair caused by the User's violation. The Civil Penalty  
11 Order may be included with any other Order.  
12

13 I. **CEASE AND DESIST ORDER** shall be issued by the General Manager to any  
14 User or Persons whose violation(s) of this Ordinance, a Wastewater Discharge Permit, or any  
15 Order issued hereunder pose(s) a threat to the Brine Line or tributaries thereto, OCSD's POTW,  
16 SAWPA employees or contractors, OCSD, the environment or the public. A Cease and Desist  
17 Order may also be issued by the General Manager to Users who continue to discharge  
18 wastewater to the Brine Line or tributaries thereto, without a valid Wastewater Discharge Permit  
19 or in violation of such permit. The General Manager may issue a Cease and Desist Order  
20 immediately upon discovering any such violations and direct those Users or Persons in  
21 noncompliance to take such appropriate remedial or preventive action as may be deemed  
22 necessary to eliminate a continuing or threatened violation, including halting operations and  
23 terminating the discharge. Such order shall include the provision violated and the facts  
24 constituting the violation. A Cease and Desist Order may also include a Civil Penalty Order  
25 pursuant to Section 610.H.  
26

27 J. **SHOW CAUSE HEARING.** The General Manager may order a User which has  
28 violated, or continues to violate, any provision of this Ordinance, an individual Wastewater  
29 Discharge Permit, or any Order issued under this Ordinance, or any other pretreatment standard  
30 or requirement adopted by resolution or otherwise, to appear before the General Manager at a  
31 Show Cause Hearing and provide evidence and reasons why the proposed enforcement action  
32 should not be taken. A Notice of Show Cause Hearing shall be served on the User specifying  
33 the time and place for the Show Causing Hearing, the proposed enforcement action, the reasons  
34 for such action, and a direct that the User provide evidence and reasons why the proposed  
35 enforcement action should not be taken. The Notice of Show Cause Hearing shall be served  
36 personally or by certified mail at least thirty (30) days prior to the hearing. A Show Cause  
37 Hearing shall not be a bar against, or prerequisite for, taking any enforcement action against the  
38 User.  
39

40 **607.0 WASTEWATER DISCHARGE PERMIT REVOCATION.** The General Manager  
41 may revoke any Wastewater Discharge Permit if the User is in violation of any provision of this  
42 Ordinance. These violations can include but are not limited to: falsification of information by  
43 the User required by this Ordinance; refusing right of entry by SAWPA or OCSD; failure to re-  
44 apply for a Wastewater Discharge Permit or request a required permit modification; failure to  
45 pay required permit fees or charges or discharging in violation of this Ordinance. Validity of the  
46 Wastewater Discharge Permit shall be conditioned upon the Industrial User's compliance with

1 the provisions of this Ordinance. The General Manager may revoke the Wastewater Discharge  
2 Permit upon a minimum notice (written and sent by certified mail) of fifteen (15) days when the  
3 General Manager finds that the wastewater discharge is in violation of the provisions of this  
4 Ordinance or of any applicable federal, state, county or city law or regulation or if the Industrial  
5 User has failed to pay any user fee or penalty within forty-five (45) days of invoicing by  
6 SAWPA. Within the fifteen (15) days prior to the intended permit revocation, the General  
7 Manager shall make a hearing available to the User. All costs for Wastewater Discharge Permit  
8 revocation and reissuance shall be paid by the User.

9  
10 **608.0 TERMINATION OF SERVICE.** Notwithstanding any provision to the contrary, and  
11 without prior notice, the General Manager may immediately terminate wastewater service to any  
12 User in order to stop an actual or threatened discharge which presents or may present an  
13 imminent or substantial endangerment to the health or welfare of persons or to the environment,  
14 or which causes Interference to the Brine Line or tributaries thereto, OCSD's POTW, or causes  
15 OCSD to violate any condition of its NPDES permit or if the User has failed to obtain a valid  
16 Wastewater Discharge Permit. If a suspension order has been issued, and the User fails to  
17 comply voluntarily with the suspension order, the General Manager shall take such steps as  
18 deemed necessary, including immediate termination or severance of the sewer service lateral  
19 connection, to prevent or minimize damage to the Brine Line or tributaries thereto, OCSD's  
20 POTW, or endangerment to any person or the environment. All costs for terminating service  
21 shall be paid by the User. All costs for reestablishing service shall be paid by the User.

22  
23 **609.0 ANNUAL PUBLICATION NOTICE.** The names of all Significant Industrial Users  
24 which at any time during the previous twelve (12) months were found to be in significant  
25 noncompliance with applicable Pretreatment Standards, Requirements and this Ordinance shall  
26 be published at least annually in a newspaper of general circulation that provides meaningful  
27 public notice, or other electronic means, within the jurisdictions of SAWPA in which the  
28 Significant Industrial User is located, in accordance with 40 CFR 403.8(f) (2) (viii).

29  
30 **610.0 ADMINISTRATIVE COMPLAINT.**

31  
32 A. Notwithstanding Section 606, the General Manager may issue an Administrative  
33 Complaint to a User who violates this Ordinance, permit requirement, or an Administrative  
34 Order.

35  
36 B. The Administrative Complaint shall allege the act or failure to act that constitutes  
37 the violation, the provisions of law authorizing civil liability to be imposed and the proposed  
38 civil penalty. The Administrative Complaint shall be served by personal delivery or certified  
39 mail on the User and shall inform the User served that a hearing shall be conducted within sixty  
40 (60) days after the User has been served.

41  
42 C. The hearing shall be before a hearing officer designated by the SAWPA  
43 Commission. The User who has been issued an Administrative Complaint may waive the right  
44 to a hearing, in which case SAWPA shall not conduct a hearing. A User dissatisfied with the  
45 decision of the hearing officer may appeal to the SAWPA Commission within thirty (30) days of  
46 notice of the hearing officer's decision.

1  
2 D. If after the hearing, or appeal, if any, it is found that the User has violated  
3 reporting or discharge requirements, the hearing officer or the SAWPA Commission may assess  
4 a civil penalty against that User. In determining the amount of a civil penalty, the hearing  
5 officer or SAWPA Commission may take into consideration all relevant circumstances  
6 including, but not limited to, the extent of harm caused by the violation, the economic benefit  
7 derived through any non-compliance, the nature and persistence of the violation, the length of  
8 time over which the violation occurs and corrective action, if any, attempted or taken by the  
9 User.

10  
11 E. Civil Penalties may be imposed as follows:

12  
13 1. In an amount which shall not exceed \$2,000.00 for each day for failing or  
14 refusing to furnish technical or monitoring reports [Government Code, Section  
15 54740.5(d)(1)];

16  
17 2. In an amount which shall not exceed \$3,000.00 for each day for failing or  
18 refusing to timely comply with any Compliance Schedule established by the General  
19 Manager [Government Code, Section 54740.5(d)(2)];

20  
21 3. In an amount which shall not exceed \$5,000.00 per violation for each day for  
22 discharges in violation of any waste discharge limitation, permit condition, or  
23 requirement issued, reissued or adopted by SAWPA [Government Code, Section  
24 54740.5(d)(3)];

25  
26 4. In an amount which shall not exceed \$10.00 per gallon for discharges in  
27 violation of any suspension, Cease and Desist Order or other Orders, or prohibition  
28 issued, reissued or adopted by the General Manager [Government Code, Section  
29 54740.5(d)(4)].

30  
31 F. Unless appealed, any Order setting administrative civil penalties shall become  
32 effective and final upon issuance thereof, and payment shall be made within thirty (30) days  
33 established by the Order. Copies of all Orders shall be served by personal service or by certified  
34 mail upon the parties served with the Administrative Complaint and upon other persons who  
35 appeared at the hearing and requested a copy.

36  
37 G. All monies collected under this Section shall be deposited in a special account of  
38 SAWPA and shall be made available for the monitoring, treatment and control of discharges  
39 into the Brine Line and tributaries thereto.

40  
41 H. The amount of any Civil Penalties imposed under this Section which have  
42 remained delinquent for a period of sixty (60) days shall constitute a lien against the real  
43 property of the User from which the discharge, Ordinance violation, or permit violation  
44 originated resulting in the imposition of the Civil Penalty. The lien shall be recorded with the  
45 County Recorder for the respective county and when recorded shall have the force and effect  
46 and priority of a judgment lien and continue for ten (10) years from the time of recording unless

1 sooner released, and shall be renewable in accordance with the provisions of Section 683.110 to  
2 683.220, inclusive, of the Code of Civil Procedure.

3  
4 I. No penalties shall be recoverable under this Section for any violation for which  
5 civil liability is recovered under Section 612.0.

6  
7 J. Judicial Review

8  
9 1. Any User aggrieved by a final Order issued under this Section may obtain  
10 review of the order in the Superior Court by filing with the Court a petition for Writ of  
11 Mandate within thirty (30) days following the service of a copy of a decision and order  
12 issued. Any User aggrieved by a final Order issued under this Section for which the  
13 SAWPA Commission denies review, may obtain review of the order of the hearing  
14 officer in the Superior Court by filing in the Court a petition for writ of mandate within  
15 thirty (30) days following service of a copy of a decision and order denying review by  
16 the SAWPA Commission.

17  
18 2. If an aggrieved User does not petition for a Writ of Mandate within thirty  
19 (30) days, an Order or a hearing officer shall not be subject to review by any court or  
20 agency.

21  
22 3. The evidence before the Court shall consist of the record before the SAWPA  
23 Commission, including the hearing officer's record, and any other relevant evidence  
24 which, in the judgment of the Court, should be considered to effectuate and implement  
25 policies of this Ordinance. In every such case, the Court shall exercise its independent  
26 judgment on the evidence.

27  
28 4. Subdivisions (e) and (f) of Section 1094.5 of the Code of Civil Procedure  
29 shall govern review proceedings.

30  
31 **611.0 EMERGENCY SUSPENSION.** The Commission or its General Manager may  
32 immediately suspend a User's discharge, after notice to the User, whenever such suspension is  
33 necessary to stop an actual or threatened discharge, which reasonably appears to present, or  
34 cause an imminent or substantial endangerment to the health or welfare of persons. The  
35 SAWPA Commission or its agent may also immediately suspend a User's discharge, after notice  
36 and opportunity to respond, that threatens to interfere with the operation of the POTW, or which  
37 presents, or may present, an endangerment to human health or the environment.

38  
39 A. Any User notified of a suspension of its discharge shall immediately stop or  
40 eliminate its contribution. In the event of a User's failure to immediately comply voluntarily  
41 with the Emergency Suspension, the SAWPA Commission may take such steps as deemed  
42 necessary, including immediate termination or severance of the sewer connection, to prevent or  
43 minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The  
44 SAWPA Commission may allow the User to recommence its discharge when the User has  
45 demonstrated to the satisfaction of the SAWPA Commission that the period of endangerment  
46 has passed.

1  
2 B. A User that is responsible, in whole or in part, for any discharge presenting  
3 imminent endangerment shall submit a detailed written statement, describing the causes of the  
4 harmful contribution and the measures taken to prevent any future occurrence, to the  
5 Commission prior to the date of any Show Cause Hearing under Sections 606.0 Item J and  
6 608.0.

7  
8 Nothing in this Section shall be interpreted as requiring a hearing prior to any Emergency  
9 Suspension under this Section.

10  
11 **612.0 CIVIL LIABILITY FOR VIOLATIONS.**  
12

13 A. Any User that violates any provision of this Ordinance, any requirement of the  
14 Wastewater Discharge Permit, or Administrative Order, may be civilly liable to SAWPA in a  
15 total amount not to exceed \$25,000.00 per day for each violation. In addition to penalties, plus  
16 any damages, the General Manager may recover reasonable attorney's fees, court costs, and  
17 other expenses associated with the enforcement activities, including, but not limited to,  
18 sampling, monitoring, laboratory costs and inspection expenses.  
19

20 B. SAWPA's Legal Counsel is hereby authorized to petition the Superior Court to  
21 impose, assess, and recover the penalties and damages as described in Section 612.0.A. In  
22 determining the amount, the Court shall take into consideration all relevant circumstances,  
23 including but not limited to, the extent of harm caused by the violation, the economic benefit  
24 derived through any non-compliance, the nature and persistence of the violation, the length of  
25 time over which the violation occurs, and any corrective actions, if any, attempted or taken by  
26 the User.  
27

28 C. Notwithstanding any other provision of law, all civil penalties imposed by the  
29 Court for a violation of this Section shall be distributed to SAWPA.  
30

31 D. Remedies under this Section are in addition to and do not supersede or limit any  
32 and all other remedies, civil or criminal, but no liability shall be recoverable under this Section  
33 for any violation for which liability is recovered under Section 610.0.  
34

35 **613.0 CRIMINAL PENALTIES.**  
36

37 A. Any User which willfully or knowingly violates any provision of this Ordinance,  
38 or any orders or permits issued hereunder shall, upon conviction, be guilty of a misdemeanor for  
39 each separate violation per day, punishable by a fine not to exceed One Thousand Dollars  
40 (\$1,000.00) or imprisonment for not more than thirty (30) days, or both for each violation. Each  
41 violation and each day in which a violation occurs may constitute a new and separate violation  
42 of this Ordinance and shall be subject to the penalties contained herein.  
43

44 B. Any User who knowingly makes any false statements, representations, or  
45 certifications in any application, record, report, plan or other document filed or required to be  
46 maintained pursuant to this Ordinance or the User's Wastewater Discharge Permit, or who

1 falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method  
2 required under this Ordinance shall, upon conviction, be punished by a fine of not more than  
3 One Thousand Dollars (\$1,000.00) per violation per day or imprisonment for not more than six  
4 months, or both for each violation. This penalty shall be consistent with the Federal Clean  
5 Water Act, 33 U.S.C. 1251, et seq. and shall apply to the exclusion of any other Ordinance  
6 provisions more lenient.  
7

8 **614.0 LEGAL ACTION.** If any User discharges wastewater into the Brine Line or tributaries  
9 thereto in violation of the provisions of this Ordinance, federal or state pretreatment  
10 requirements, or any order or permit issued hereunder, then SAWPA may commence an  
11 enforcement and/or collection action for legal, equitable or injunctive relief in the appropriate  
12 court of Riverside or San Bernardino County. Any such court action filed by SAWPA shall  
13 entitle SAWPA to recover all reasonable attorneys' fees, court costs, expert witness fees and  
14 related litigation expenses.  
15

16 **615.0 SUPPLEMENTAL ENFORCEMENT ACTIONS.**  
17

18 **A. Performance Bonds.** The General Manager may decline to issue or reissue a  
19 Wastewater Discharge Permit to any User who has failed to comply with any provision of this  
20 Ordinance, a previous Wastewater Discharge Permit, or Administrative Order issued hereunder,  
21 or any other pretreatment standard or requirement, unless such User first files a satisfactory  
22 bond payable to SAWPA, in a sum not to exceed a value determined by the General Manager to  
23 be necessary to achieve consistent compliance.  
24

25 **B. Liability Insurance.** The General Manager may decline to issue or reissue a  
26 Wastewater Discharge Permit to any User who has failed to comply with any provision of this  
27 Ordinance, a previous Wastewater Discharge Permit, or Administrative Order issued hereunder,  
28 or any other pretreatment standard or requirement, unless such User first submits proof that  
29 liability insurance satisfactory to the General Manager has been obtained by the User sufficient  
30 to restore or repair damage to the Brine Line or tributaries thereto or OCSD's POTW.  
31

32 **C. Public Nuisance.** A violation of any provision of this Ordinance, a Wastewater  
33 Discharge Permit, or Administrative Order issued hereunder, or any pretreatment standard or  
34 requirement is hereby declared a public nuisance and shall be corrected or abated as directed by  
35 the General Manager. Any User creating a public nuisance shall be required to reimburse  
36 SAWPA for any costs incurred in removing, abating, or remedying such nuisance.  
37

38 **616.0 REMEDIES NONEXCLUSIVE.** The enforcement remedies for this Ordinance are not  
39 exclusive. The General Manager may take any, all, or any combination of these remedies  
40 against a non-compliant User. Enforcement of Ordinance, pretreatment, and Wastewater  
41 Discharge Permit violations will generally be in accordance with SAWPA's Enforcement  
42 Response Plan. The General Manager, however, may take other actions against any User when  
43 the circumstances warrant. Further, the General Manager is also empowered to take more than  
44 one enforcement action against any non-compliant User.  
45  
46

1 **617.0 PAYMENT OF FEES, CHARGES, AND PENALTIES.**

2  
3 A. Unless otherwise specified, all fees, charges and penalties imposed pursuant to  
4 this Ordinance are due and payable within forty-five (45) days of receipt of notice or invoicing  
5 by SAWPA.

6  
7 B. For Users who fail to pay any required fee, charge or penalty by the due date, the  
8 following penalties shall apply:

9  
10 1. Forty-six (46) days after the date of invoice, a penalty of ten percent (10%) of  
11 the original invoice amount, not to exceed \$1,000.00 shall be assessed.

12  
13 2. Ninety days (90) after the date of invoice, a total penalty of ten percent (10%)  
14 of the original invoice amount, not to exceed a maximum of \$4,000.00 shall be assessed.

15  
16 C. Any invoice outstanding and unpaid after ninety (90) days shall be cause for  
17 immediate initiation of Wastewater Discharge Permit revocation proceedings or immediate  
18 suspension of the Wastewater Discharge Permit. In addition, interest shall accrue on any unpaid  
19 fees, charges or penalties at 10% per annum from the due date until paid.

20  
21 D. Penalties charged under this Section shall not accrue to those invoices  
22 successfully appealed.

23  
24 E. Should the User dispute any fees, charges and/or penalties, User shall notify  
25 SAWPA in writing of said dispute; however, payment of disputed charges shall be required by  
26 the due date during the General Manager's review of any dispute submitted by a User.

27  
28 **618.0 DAMAGE TO FACILITIES OR INTERRUPTION OF NORMAL OPERATIONS.**

29  
30 A. Any User who discharges any waste which causes or contributes to any  
31 obstruction, interference, damage, or any other impairment to the Brine Line or tributaries  
32 thereto or OCSD's POTW and sewerage facilities or to the operation of those facilities shall be  
33 liable for all costs required to clean or repair the facilities together with expenses incurred by  
34 SAWPA or OCSD to resume normal operations. Such discharge shall be grounds for permit  
35 revocation. A service charge of up to ninety percent (90%) of SAWPA's costs shall be added to  
36 the costs and charges to reimburse SAWPA for miscellaneous overhead, including  
37 administrative personnel and record keeping at the General Manager's discretion. The total  
38 amount shall be payable within forty-five (45) days of invoicing by SAWPA.

39  
40 B. Any User who discharges a waste which causes or contributes to SAWPA  
41 violating its discharge requirements established by any Regulatory Agency and/or OCSD and  
42 causing SAWPA to incur additional expenses or suffer losses or damage to its facilities, shall be  
43 liable for any costs or expenses incurred by SAWPA, including regulatory fines, penalties, and  
44 assessments made by other agencies or a court.

45  
46

1 **619.0 APPEALS.** Except for Administrative Complaints as provided in Section 610.0:  
2

3       A.       Within ten (10) business days after service of an Administrative Order or Notice  
4 under Sections 606, 607 or 608, the User may file a written appeal with the SAWPA  
5 Commission. A fee of one hundred dollars (\$100.00) shall accompany any appeal to the  
6 SAWPA Commission. The written appeal shall state all of the facts and reasons that constitute  
7 the basis for such an appeal. The written appeal shall be heard by the SAWPA Commission  
8 within thirty (30) days from the date of filing of the written appeal. The SAWPA Commission  
9 shall issue a final order on the appeal within forty-five (45) days from the date of filing of the  
10 written appeal. Any User aggrieved by a final order issued by the SAWPA Commission under  
11 this Section may seek judicial review of the order of the SAWPA Commission in superior court  
12 by filing a petition for writ of mandate within thirty (30) days following the service of a copy of  
13 the SAWPA Commission's final order. Failure to file such a petition within the thirty (30) day  
14 deadline shall be deemed a waiver of such judicial review.  
15

16 **620.0 ALTERNATIVE ENFORCEMENT PROCEDURES.** As additional and alternate  
17 enforcement provisions, the General Manager may utilize the procedures and seek the civil  
18 penalties provided in Sections 54739, 54740, 54740.5 and 54740.6 of the Government Code for  
19 violations of this Article, federal or California pretreatment requirements or the terms and  
20 provisions of any permits issued pursuant to this Ordinance.  
21

22 **621.0 INVALIDITY.** If any provision of this Ordinance or the application thereof to any User  
23 or circumstance is held invalid, the remainder of this Ordinance and the application of such  
24 provision to other Users or circumstances shall not be affected thereby.  
25

26 **622.0 INTERPRETATION – INTENT.** All the provisions of this Ordinance are to be  
27 reasonably interpreted. The intent herein is to recognize that there are varying degrees of hazard  
28 to the Brine Line, OCSD's POTW, personnel, environment and the public and to apply the  
29 principle that the degree of protection shall be commensurate with the degree of hazard.  
30  
31



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**ARTICLE 7  
MISCELLANEOUS PROVISIONS**

**700.0 SEVERABILITY.** If any provision of these regulations or the application to any other circumstances is held invalid, the remainder of the regulations or the application of such provision to other Users or other circumstances shall not be affected.

**701.0 EFFECTIVE DATE.** This Ordinance shall take effect immediately upon adoption, and Ordinance No. 7, and any amendments thereto, is hereby repealed and superseded by this Ordinance.

**702.0 JUDICIAL REVIEW OF ORDINANCE.** Pursuant to Section 1094.6 of the Code of Civil Procedure, the time within which judicial review shall be sought concerning the adoption of this Ordinance is ninety (90) days following the date on which the decision adopting it is final. The decision adopting this ordinance is final on the date it is adopted.

ADOPTED this 19<sup>th</sup> day of September 2017

SANTA ANA WATERSHED PROJECT AUTHORITY

By 

Susan Lien Longville, Chair

ATTEST:

By 

Kelly Berry, CMC, Clerk of the Board

**ACTION  
ITEM  
1C**

**Date:** February 21, 2018

HR

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

02/14/18

**Executive Contact:** Chris Berch, Executive Manager of Engineering/AGM

**Subject:** Adoption of Resolution No. 2018-2-6, Establishing Guidelines for Capacity Right Agreements for Inland Empire Brine Line Users

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**Executive Summary:**

The guidelines establishing Capacity Right Agreements between the Inland Empire Utilities Agency (IEUA) and a User of the Inland Empire Brine Line (Brine Line) are defined in section 303.0 of existing IEUA Ordinance No. 96. The Santa Ana Watershed Project Authority (SAWPA) recently adopted Ordinance No. 8, which establishes regulations for use of the Brine Line. SAWPA requires member agencies to adopt a Brine Line specific ordinance that is at least as stringent as SAWPA's Ordinance No. 8. IEUA will adopt Ordinance No. 106, which will adopt, in full, the provisions of SAWPA Ordinance No. 8 and repeal IEUA Ordinance No. 96. IEUA intends to continue its policy pertaining to reviewing and granting Capacity Right Agreements between IEUA and potential Users of the Brine Line. Resolution No. 2018-2-6, establishes the guidelines for creating Capacity Right Agreements between IEUA and a potential user of the Brine Line.

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**Staff's Recommendation:**

Adopt Resolution No. 2018-2-6, establishing guidelines to create Capacity Right Agreements between the Inland Empire Utilities Agency and potential users of the Inland Empire Brine Line.

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**Budget Impact** Budgeted (Y/N): Y Amendment (Y/N): N Amount for Requested Approval:

Account/Project Name:

*Fiscal Impact* (explain if not budgeted):

**Prior Board Action:**

None

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**Environmental Determination:**

Not Applicable

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**Business Goal:**

The Adoption of Resolution 2018-2-6 is consistent with the Agency's Business Goal of Business Practices by applying best industry practices in all processes to maintain or improve the quality and value of the services we provide to our member agencies and the public.

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**Attachments:**

Resolution No. 2018-2-6

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## RESOLUTION NO. 2018-2-6

### RESOLUTION OF THE BOARD OF DIRECTORS OF THE INLAND EMPIRE UTILITIES AGENCY, A MUNICIPAL WATER DISTRICT, IN SAN BERNARDINO COUNTY, CALIFORNIA, ESTABLISHING GUIDELINES TO CREATE CAPACITY RIGHT AGREEMENTS BETWEEN INLAND EMPIRE UTILITIES AGENCY AND POTENTIAL USERS OF THE INLAND EMPIRE BRINE LINE.

WHEREAS, Inland Empire Utilities Agency, a Municipal Water District (“IEUA”) is a municipal water district established pursuant to Section 71000 et seq. of the California Water Code; and

WHEREAS, Orange County Sanitation District (“OCSD”) has expressed a desire to consolidate permitting, inspection, monitoring, and enforcement activities over the Inland Empire Brine Line (“Brine Line”) into one public agency, specifically the Santa Ana Watershed Project Authority (“SAWPA”), to ensure continuity and consistency in the operation of the Brine Line; and

WHEREAS, SAWPA enacted its Ordinance No. 8 to revise regulations for the use of the Brine Line; and

WHEREAS, SAWPA requires that its member agencies, including IEUA, Eastern Municipal Water District, Orange County Water District, San Bernardino Valley Municipal Water District, and Western Municipal Water District of Riverside County adopt the ordinance so as to provide uniform and consistent guidelines governing the use of the Brine Line; and

WHEREAS, IEUA enacted Ordinance No. 106, an Ordinance by the Board of Directors of IEUA seeking to adopt SAWPA’s Ordinance No. 8 and repeal IEUA’s previous Ordinance No. 96; and

WHEREAS, IEUA Board of Directors intends to continue its policy pertaining to reviewing and granting Capacity Right Agreements between the IEUA and a potential User of the Brine Line.

**NOW, THEREFORE,** the Board of Directors of IEUA hereby resolves that:

#### **SECTION 1.**

##### Definitions:

1. Board shall mean the Board of Directors of the IEUA.
2. Capacity Right shall mean a right to discharge wastewater into the Brine Line in accordance with the Wastewater Discharge Permit and the Capacity Right Agreement issued by the IEUA to the Capacity Right holder.
3. Capacity Right Agreement shall mean an Agreement between IEUA and a potential User of the Brine Line defining the rights and obligations of that User to discharge Wastewater into the Brine Line expressed in terms of Capacity Units.

4. Capacity Unit shall mean the maximum instantaneous peak flow not to exceed 15 gallons per minute. (The number of IEUA Capacity Units acquired by a User prior to November 5, 1997 shall be multiplied by three).
5. Inland Empire Brine Line or Brine Line shall mean all wastewater conveyance systems owned and maintained by SAWPA, excluding sewer service lateral line connections owned and operated by others.
6. Monthly Capacity Charge shall mean a monthly charge based upon the number of Capacity Units owned by each User of the Brine Line.
7. Person shall mean any individual, firm, company, association, society, general or limited partnership, limited liability company, trust, corporation, governmental agency or group, and includes the plural or singular.
8. User shall mean any Person or entity, public or private, residential, industrial, commercial, governmental, institutional, or liquid waste hauler that discharges or causes to be discharged, wastewater into the Brine Line or tributaries.
9. Wastewater shall mean the used water and water carried waste from a User that is discharged into a sewer.
10. Wastewater Discharge Permit shall mean the permit issued and enforced by the SAWPA General Manager or designee permitting and regulating the discharge of wastewater into the Brine Line and tributaries thereto.

**SECTION 2.** Any potential User of the Brine Line or tributaries thereto must first apply to the IEUA for a Capacity Right. After review and acceptance of the potential User's Capacity Right application, the potential User must enter into a Capacity Right Agreement with IEUA before the User may discharge to the Brine Line or tributaries thereto. The potential User shall pay to IEUA all costs associated with the Capacity Right Agreement. A Capacity Right Agreement must be obtained from IEUA prior to filing an application for a Wastewater Discharge Permit.

**SECTION 3.** All Wastewater to be discharged pursuant to the Capacity Right Agreement between the IEUA and a User shall be contingent upon the issuance by SAWPA to the potential User, a Wastewater Discharge Permit, pursuant to Article 4 of Ordinance No. 8. The User shall also apply for a Wastewater Discharge Permit in accordance with Article 4 of Ordinance No. 8.

**SECTION 4.** All fees and charges paid by the User in connection with the processing of the Capacity Right Agreement and the Wastewater Discharge Permit are non-refundable.

**SECTION 5.** Upon Board approval, a Capacity Right is granted by execution of a Capacity Right Agreement between the IEUA and any Person. A Capacity Right shall not be used at a location other than the Property described in the Capacity Right Agreement.

1. The Person holding the Capacity Right shall be the owner of the property or owner of the business generating the Wastewater.
2. With prior approval of the Board, a Capacity Right holder may rent or lease the use of the Capacity Right for the purpose stated in the Capacity Right Holder's Capacity Right application.
3. A Capacity Right may be assigned to a successive Capacity Right holder upon written request from the Capacity Right holder and the successor, and approval of the Board.

**SECTION 6.** A Person or User may initiate Capacity Right Agreement procedures by completion and submittal to the IEUA of a Capacity Right application and payment of the application fee. The application shall be on a form provided by the IEUA. Upon receipt of the application, the IEUA shall within 30 days notify the applicant in writing of any additional information determined to be necessary for the IEUA to complete the review of the Capacity Right application.

**SECTION 7.** The number of Capacity Units included in a Capacity Right Agreement shall be determined by the IEUA based upon the information collected during the application process and after analysis by the IEUA of the processes, the nature and character of effluent, and the provisions which have been or could be made for in-plant segregation of Wastewater and flow equalization.

**SECTION 8.** After execution of the Capacity Right Agreement, the Capacity Right shall be retained from year to year, conditioned upon payment of Monthly Capacity Charges and associated O&M or administrative charges as established by resolution of the Board. The term of the Capacity Right Agreement between a Person and the IEUA shall be concurrent with the term of the current Wastewater Treatment and Disposal Agreement between the OCSD and SAWPA which expires April 12, 2046.

**SECTION 9.** In the event the User has not commenced discharge of Wastewater to the Brine Line within 24 months after execution of the Capacity Right Agreement, the IEUA may declare all or any portion of the Capacity Right Agreement void. If the IEUA declares all or any part of the Capacity Right Agreement to be void, all payments made theretofore shall be forfeited and inure to the sole benefit of the IEUA.

**SECTION 10.** In the event the Wastewater Discharge Permit is revoked, the User shall not be entitled to any refund of any fees and charges it has paid to the IEUA or SAWPA.

**SECTION 11.** The User may terminate all or any portion of their Capacity Right in the Brine Line and thereby be relieved of all or a portion of their obligation to pay monthly capacity charges upon completion of the following:

1. The User shall give 90 days advance written notice to the IEUA of its intention to so terminate, and
2. The User shall be required to pay the IEUA, at least 30 days prior to the termination date requested by the User, a termination fee equal to the amount obtained by multiplication of the number of IEUA Capacity Units being terminated by the current Monthly Capacity Charge by six months. The six-month termination fee shall be calculated from the termination date requested by the User.

**SECTION 12.** Upon payment of the required sums, all or that portion of the rights and obligations of User being terminated in the Brine Line shall cease as of the identified termination date.

**SECTION 13.** In the event the User has ceased discharge for a period of 24 months without assigning the Capacity Right pursuant to Section 5, or terminating the Capacity Right pursuant to

Section 11 of this Resolution, the IEUA may declare all or any portion of the Capacity Right Agreement void. If the IEUA declares all or a part of the Capacity Right Agreement to be void, all payments made theretofore shall be forfeited and inure to the sole benefit of the IEUA and the provisions of Section 11 of this Resolution shall apply.

**SECTION 14.** Prior to execution of the Capacity Right Agreement by the Board, the User shall be required to pay the capacity fee for each Capacity Unit purchased by certified check. The check shall be held by IEUA until the Capacity Right Agreement is approved by the Board. In the event that the Capacity Right Agreement or permit is denied, the check shall be returned to User. The capacity fee shall be established from time to time by resolution of the Board. The capacity fee shall be deposited in the IEUA's non-reclaimable wastewater program fund.

**SECTION 15.** The Monthly Capacity Charge shall be established at least annually by resolution of the Board. The following provisions shall apply to Monthly Capacity Charges:

A User holding a Capacity Right Agreement shall not be required, during the first year after execution of the Capacity Right Agreement, to make payment of the Monthly Capacity Charge unless the User commences discharge to the Brine Line. Monthly Capacity Charges will commence beginning with the 13<sup>th</sup> month after execution of the Capacity Right Agreement or in the month that discharge to the Brine Line starts, whichever occurs first.

**ADOPTED** this 21<sup>st</sup> day of February 2018.

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Steven J. Elie  
President of the Inland Empire Utilities Agency\*  
and the Board of Directors thereof

ATTEST:

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Jasmin A. Hall  
Secretary/Treasurer of the Inland Empire Utilities  
Agency\* and the Board of Directors thereof



STATE OF CALIFORNIA )  
COUNTY OF ) SS  
SAN BERNARDINO )

I, Jasmin A. Hall, Secretary/Treasurer of the Inland Empire Utilities Agency, DO  
HEREBY CERTIFY that the foregoing Resolution being No. 2018-2-6, was adopted at an  
adjourned regular Board Meeting on February 21, 2018, of said Agency by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Jasmin A. Hall  
Secretary/Treasurer of the Inland Empire  
Utilities Agency\* and the Board  
of Directors thereof

\*A Municipal Water District

(SEAL)

**ACTION  
ITEM  
1D**

**Date:** February 21, 2018

HHR

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

02/14/18

**Executive Contact:** Chris Berch, Executive Manager of Engineering/AGM

**Subject:** Master Service Contracts for Condition Assessment

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**Executive Summary:**

In March 2014, the Board of Directors approved three master service contracts to HDR Engineering, Inc., Lockwood, Andrews, & Newman, Inc., and V&A Consulting Engineering Inc. This provided IEUA staff the immediate resources on performing condition assessments as part of the Asset Management Program. Since its implementation, over 12 condition assessments, for a total cost of \$275,000, have been performed across multiple facilities.

The condition assessment master service contracts have provided three valuable pieces of information: the condition on the remaining useful life of the assets, the recommendations to maintain them, and the fiscal and scheduled plan for rehabilitation/repair. In order to continue the use of the master service contracts, staff is recommending the increase of the existing aggregate expense from \$300,000 to \$600,000.

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**Staff's Recommendation:**

1. Increase the spending authorization to perform corrosion and condition assessment services for a total aggregate not-to-exceed amount of \$600,000 to the following:
  - Contract No. 4600001614 to V&A Consulting Engineering Inc.
  - Contract No. 4600001616 to Lockwood, Andrews, & Newman, Inc.
  - Contract No. 4600001622 to HDR Engineering, Inc.; and
2. Authorize the General Manager to execute the contract amendments subject to non-substantive changes.

---

**Budget Impact** *Budgeted* (Y/N): Y *Amendment* (Y/N): N *Amount for Requested Approval:*

*Account/Project Name:*

This contract amendment is for work required on various projects throughout the next year. Funding for the work is included in each individual projects under various program funds.

*Fiscal Impact (explain if not budgeted):*

None.

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**Prior Board Action:**

On April 19, 2017, the Board of Directors extended the three-year contracts for an additional three-years and raised the total aggregate not-to-exceed limit to \$300,000.

On March 19, 2014, the Board of Directors approved the three-year contracts to HDR Engineering, Inc., Lockwood, Andrews, & Newman, Inc., and V&A Consulting Engineering Inc., with a total aggregate not-to-exceed limit of \$240,000.

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**Environmental Determination:**

**Statutory Exemption**

CEQA exempts a variety of projects from compliance with the statute. This project qualifies for a Statutory Exemption as defined in Section 15262 of the State CEQA Guidelines. When the project will be implemented will be subject to future environmental evaluation.

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**Business Goal:**

The master services contract for condition assessments, is consistent with IEUA's Business Goal of Wastewater Management specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

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**Attachments:**

Attachment 1 - PowerPoint

# Master Services Contract Condition Assessment



# The Background

- Aging assets require condition assessments
  - Useful life
  - Recommendations for rehabilitation
- Key element to the Asset Management Program
- Completed condition assessments have utilized \$275,000 of the \$300,000 contract value
- Request increased aggregate limit of \$600,000



RP-1 Digester



# Completed Assessments

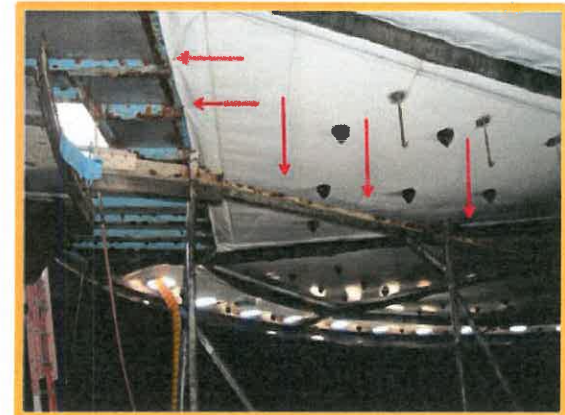
- 12 valuable condition assessments completed since 2014
- Aggregate increase enables these assessments to continue for the next two years



RP-1 Gravity Thickener

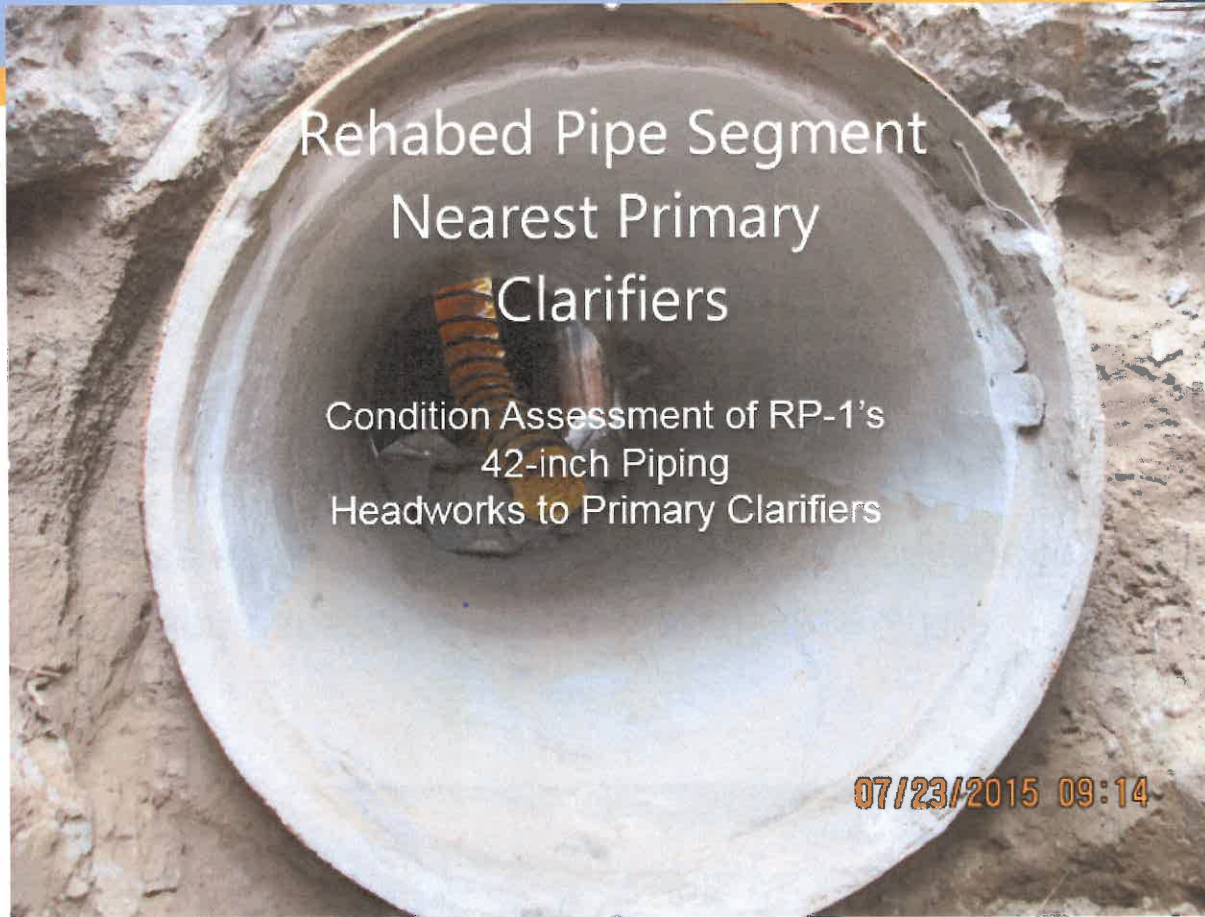


RP-1 Digester



RP-5 Primary Clarifier

## Video of Completed Assessment



Rehabed Pipe Segment  
Nearest Primary  
Clarifiers

Condition Assessment of RP-1's  
42-inch Piping  
Headworks to Primary Clarifiers

07/23/2015 09:14



# Future Assessments at RP-1





# Future Assessments at RP-5



# Recommendation

- Increase the spending authorization to perform corrosion and condition assessment services for a total aggregate not-to-exceed amount of \$600,000 to the following:
  - Contract No. 4600001614 to V&A Consulting Engineering Inc.
  - Contract No. 4600001616 to Lockwood, Andrews, & Newman, Inc.
  - Contract No. 4600001622 to HDR Engineering, Inc.; and
- Authorize the General Manager to execute the contract amendments subject to non-substantive changes.

The master services contract for condition assessments, is consistent with *IEUA's Business Goal of Wastewater Management* specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

**ACTION  
ITEM  
1E**

**Date:** February 21, 2018

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

HHR  
02/14/18

**Executive Contact:** Chris Berch, Executive Manager of Engineering/AGM

**Subject:** CCWRF Improvements Package III Consultant Contract Award

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**Executive Summary:**

Carbon Canyon Water Recycling Facility (CCWRF) has been in operation for over 25-years and now requires major overhaul services and process improvements to maintain high quality wastewater treatment and remain in compliance with the discharge permit. Improvements are required in various locations throughout the plant. The project has been divided into three packages. Package I is currently in design and will address preliminary through secondary treatment process areas. Package II will provide tenant and buildings improvements. Package III (current action) will address improvements and rehabilitation for the tertiary filters, chlorine contact basins, and the storage lagoon. In addition, the project will also provide an engineering design solution to resolve the grading and drainage issues throughout the facility.

On January 8, 2018, IEUA received four proposals. The proposals were reviewed by a selection committee consisting of IEUA staff from Engineering, Operations and Maintenance, and the City of Chino Hills. Based on the project team qualifications and understanding of project scope, the committee unanimously concurred that GHD was the most qualified firm to do the work.

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**Staff's Recommendation:**

1. Award a consultant contract for the CCWRF Asset Management and Improvements Package III, Project No. EN18036, to GHD for the not-to-exceed amount of \$242,362; and
2. Authorize the General Manager to execute the contract subject to non-substantive changes.

---

**Budget Impact** *Budgeted* (Y/N): Y *Amendment* (Y/N): N *Amount for Requested Approval:*

*Account/Project Name:*

EN18036/CCWRF Asset Management and Improvements Package III

*Fiscal Impact (explain if not budgeted):*

None.

**Prior Board Action:**

None.

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**Environmental Determination:**

Statutory Exemption

CEQA exempts a variety of projects from compliance with the statute. This project qualifies for a Statutory Exemption as defined in Section 15262 of the State CEQA Guidelines. When the project will be implemented will be subject to future environmental evaluation.

---

**Business Goal:**

The CCWRF Asset Management and Improvements Package III Project is consistent with IEUA's Business Goal of Wastewater Management, specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

---

**Attachments:**

Attachment 1 - PowerPoint

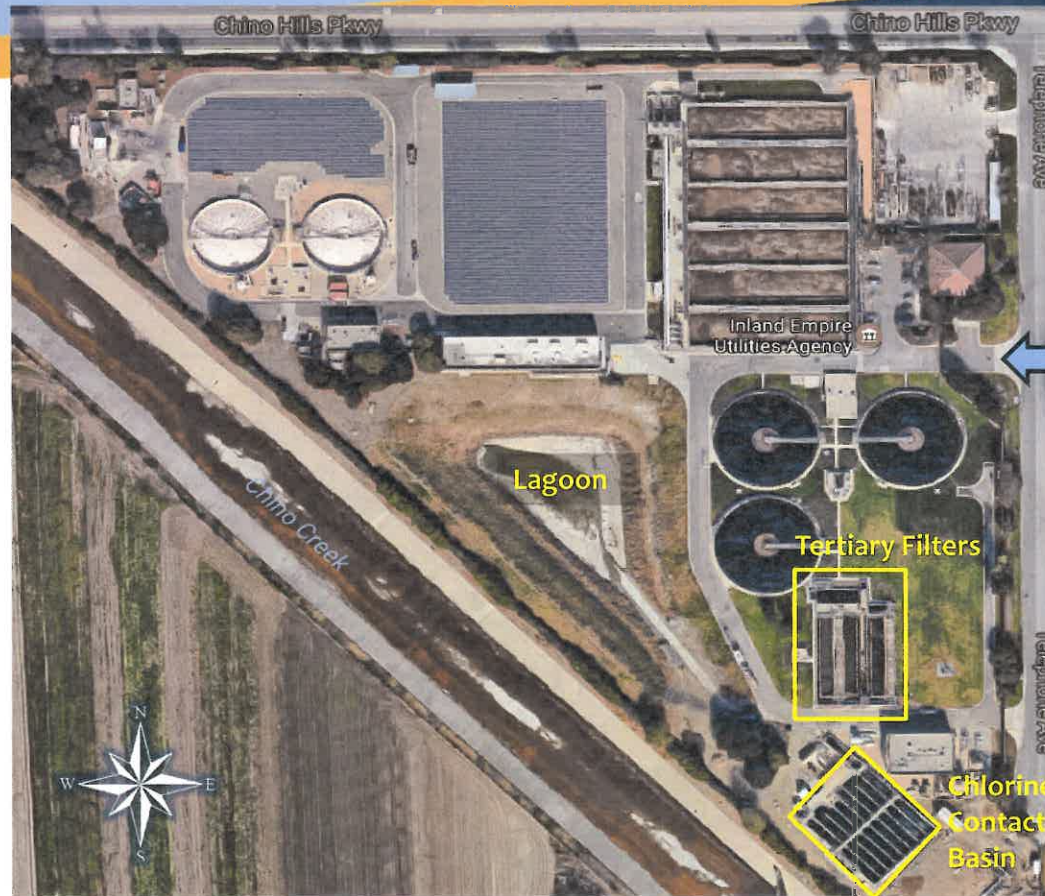
Attachment 2 - Consultant Contract



# CCWRF Improvements Package III Consultant Contract Award Project No. EN18036



# Project Location



Plant  
Entrance



# The Project

- Tertiary Filters
  - Replace/Rehabilitate corroded equipment
  - Connect operational controls to SCADA
- Chlorine Contact Basins
  - Evaluate the feasibility/benefits of adding a cover
  - Replace outfall flow meter and drain valves
- Lagoon
  - Install washdown hydrants and concrete lining
  - Replace discharge pump and integrate to SCADA
- Plantwide
  - Address site grading and drainage



Corroded Gates at the Filters



Cracked Pavement and Ponding

# Consultant Selection

- Evaluation and Selection Committee
  - IEUA Engineering, Operations & Maintenance
- Justification for unanimously selecting GHD
  - Project team qualifications and experience
  - Understanding of the project scope and expectations
- Four proposals received on January 8, 2018

Proposals Received
GHD
CivilTec
PACE
Woodard & Curran

# Project Budget and Schedule

Description	Estimated Cost
<b>Design Services</b>	<b>\$312,362</b>
Design Consultant (this action)	\$242,362
IEUA Design Services (4%)	\$70,000
<b>Construction Services</b>	<b>\$175,000</b>
Engineering Services During Construction (5%)	\$87,500
IEUA Construction Services (5%)	\$87,500
<b>Construction</b>	<b>\$1,925,000</b>
Construction	\$1,750,000
Contingency (10%)	\$175,000
<b>Total Project Cost:</b>	<b>\$2,412,362</b>
<b>Total Project Budget:</b>	<b>\$2,420,000</b>
<b>Remaining Budget</b>	<b>\$7,638</b>

Project Milestone	Date
<b>Design</b>	
Consultant Contract Award	February 2018
Design Completion	March 2019
<b>Construction</b>	
Construction Contract Award	June 2019
Construction Completion	November 2020

# Recommendation

- Award a consultant contract for the CCWRF Asset Management and Improvements Package III, Project No. EN18036, to GHD for the not-to-exceed amount of \$242,362; and
- Authorize the General Manager to execute the contract subject to non-substantive changes.

The CCWRF Asset Management and Improvements Package III Project is consistent with **IEUA's Business Goal of Wastewater Management**, specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.



**CONTRACT NUMBER: 4600002484**  
**DESIGN CONSULTING SERVICES**  
**FOR**

**CARBON CANYON WATER RECYCLING FACILITY (CCWRF)**  
**ASSET MANAGEMENT AND IMPROVEMENTS - PACKAGE III**

THIS CONTRACT (the "Contract"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to interchangeably as "IEUA" and "Agency") and GHD Inc. with offices located in Irvine, California (hereinafter referred to as "Consultant") for the provision of professional design consulting services in support of CCWRF Asset Management and Improvements - Package III, Project EN18036.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. PROJECT MANAGER ASSIGNMENT: All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are listed below.

Project Manager: Adham Almasri, P.E., Senior Engineer  
Address: 6075 Kimball Avenue, Building "B"  
Chino, California 91708  
Telephone: (909) 993-1462  
Email: [aalmasri@ieua.org](mailto:aalmasri@ieua.org)  
Facsimile: (909) 993-1982

CONSULTANT ASSIGNMENT: Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Consultant: Jamal Awad, PhD, P.E.  
Address: 175 Technology Drive, Suite 200  
Irvine, CA 91730  
Telephone: (949) 585-5235  
Email: [jamal.awad@ghd.com](mailto:jamal.awad@ghd.com)

2. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
  - A. Amendments to Contract 4600002484.
  - B. Contract Number 4600002484, General Terms and Conditions.
  - C. IEUA Request for Proposals RFP-RW-17-038 and all germane Addenda, incorporated herein by reference.
  - D. Consultant's proposal dated January 8, 2018, incorporated herein by reference, and revised organizational chart of proposal, which is incorporated herein as **Attachment 1**.
3. **SCOPE OF WORK AND SERVICES:** Consultant is to provide design consulting services as offered within the Consultant's revised Proposal, which is attached hereto, referenced herein, and made a part hereof as **Attachment 1**.
4. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed, and terminate within one (1) year upon acceptance of the design's construction by the Agency's Board of Directors, cognizant Engineering & Construction Management Department personnel, and project management, unless agreed to by both parties, reduced to writing, and amended to this Contract.
5. **COMPENSATION:** The Agency shall pay Consultant's properly-executed invoices, subsequent to approval by the Project Manager, within thirty (30) calendar days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract or has proven unacceptable until such service is revised, resubmitted, and accepted by the Project Manager.

As compensation for work performed under this Contract, Agency shall pay Consultant a **NOT-TO EXCEED maximum of \$249,870.00** in accordance with **Attachment 2** and as approved by SAP Purchase Requisition 10043404.

All invoices shall be submitted electronically with all required back-up to [apgroup@ieua.org](mailto:apgroup@ieua.org)

Consultant's invoice must be submitted according to milestones achieved by Consultant and accepted by the Agency's Project Manager, and shall include a breakdown by items completed, all associated labor provided, labor hours supplied and associated hourly rates, dates worked, the current monthly amount due, and the cumulative amount invoiced to-date against this Contract, using the Agency's standard Excel-based invoicing template **Attachment 3**. Invoice shall not be submitted in advance and shall not be dated earlier than the actual date of submittal.



A copy of subject Excel invoicing template shall be furnished by the Agency's Project Manager.

6. **CONTROL OF THE WORK:** Consultant shall perform the Work in compliance with the Work Schedule's milestones. If performance of the Work falls behind schedule, the Consultant shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.
7. **GRANT FUNDED PROJECTS:** This is not a grant-funded (e.g., Federal Grant and State Revolving Funds combined) project.
8. **FITNESS FOR DUTY:**
  - A. **Fitness:** Consultant and its Subcontractor personnel on the Jobsite:
    1. Shall report for work in a manner fit to do their job;
    2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
    3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.
  - B. **Compliance:** Consultant shall advise all Consultant and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.
9. **INSURANCE:** During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.
  - A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:
    1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25

03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
  3. Workers' Compensation and Employers Liability: Workers' compensation limits 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. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per claim, \$2,000,000 aggregate.
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverage
    - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
    - b. Primary Coverage: The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the



Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Consultant's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

The insurer hereby grants to Agency a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Agency by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after Consultant's written notice by certified mail, return receipt requested, has been given to the Agency.

Acceptability of Insurers: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, and who are authorized insurers in the State of California.

Verification of Coverage: Consultant shall furnish the Agency with current Certificates of Insurance and amendatory endorsements or copies of the applicable policy language effecting coverage required by

this clause of like kind as are presently on file with the IEUA Risk Department.

Submittal of Certificates: Consultant shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency, a Municipal Water District

Attn: Angela Witte, Risk Specialist

P.O. Box 9020

Chino Hills, California 91709

email [awitte@ieua.org](mailto:awitte@ieua.org)

#### 10. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.
- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- E. Hours of Labor: The Consultant shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Consultant shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Consultant or by any

subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code.

- F. Travel and Subsistence Pay: The Consultant shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- G. Liens: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- I. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction shall be thoroughly investigated by the Agency.

J. Non-Conforming Work and Warranty: Consultant represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.

K. Disputes:

1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of

protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Consultant's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
  - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person shall be designated as Arbitrator.
  - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
  - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their

successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

4. **Joinder in Mediation/Arbitration:** The Agency may join the Consultant in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Consultant.
  
11. **INDEMNIFICATION:** Consultant shall indemnify the Agency, its directors, employees and assigns, and shall fund the defense of and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, to the extent caused by the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this Contract, to the extent caused by Consultant's negligence or willful misconduct. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8.
  
12. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data ("Work Product") prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this Contract upon full payment of all monies owed to the Consultant. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.
  
13. **TITLE AND RISK OF LOSS:**
  - A. **Documentation:** Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the

Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.

- B. **Material:** Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
- C. **Disposition:** Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

14. **PROPRIETARY RIGHTS:**

**Rights and Ownership:** Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Consultant in the performance of the Work, shall be governed by the following provisions:

Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.

If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.

If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

15. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Consultant of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Consultant in complying with this Contract.
16. INFRINGEMENT: Consultant represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

Consultant shall indemnify and hold harmless Agency, its officers, directors, employees, successors, assigns, and servants free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses arising out of any claim that use of the Work or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

Consultant shall, at its expense and at Agency's option, refund any amount paid by Agency under the Contract, or exert its reasonable efforts to procure for Agency the right to use the Work and Documentation, to replace or modify the Work and Documentation as approved by Agency so as to obviate any such claim of infringement.

17. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Mr. Warren T. Green  
Manager of Contracts and Procurement  
Inland Empire Utilities Agency, a Municipal Water District  
P.O. Box 9020  
Chino Hills, California 91709

Consultant: Mr. Paul Hermann  
Principal  
GHD Inc.  
175 Technology Drive, Suite 200  
Irvine, CA 92618

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.



18. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
19. **PUBLIC RECORDS POLICY:** Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to Consultant. In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.
20. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
21. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.
22. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California.
23. **TERMINATION FOR CONVENIENCE:** The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay

Consultant for all authorized and Consultant invoiced services up to the date of such termination.

24. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
25. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Consultant.

(Signature page immediately follows)

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

**INLAND EMPIRE UTILITIES AGENCY:**  
**(a Municipal Water District)**

**GHD INC.:**

\_\_\_\_\_  
Halla H. Razak  
General Manager

(Date)



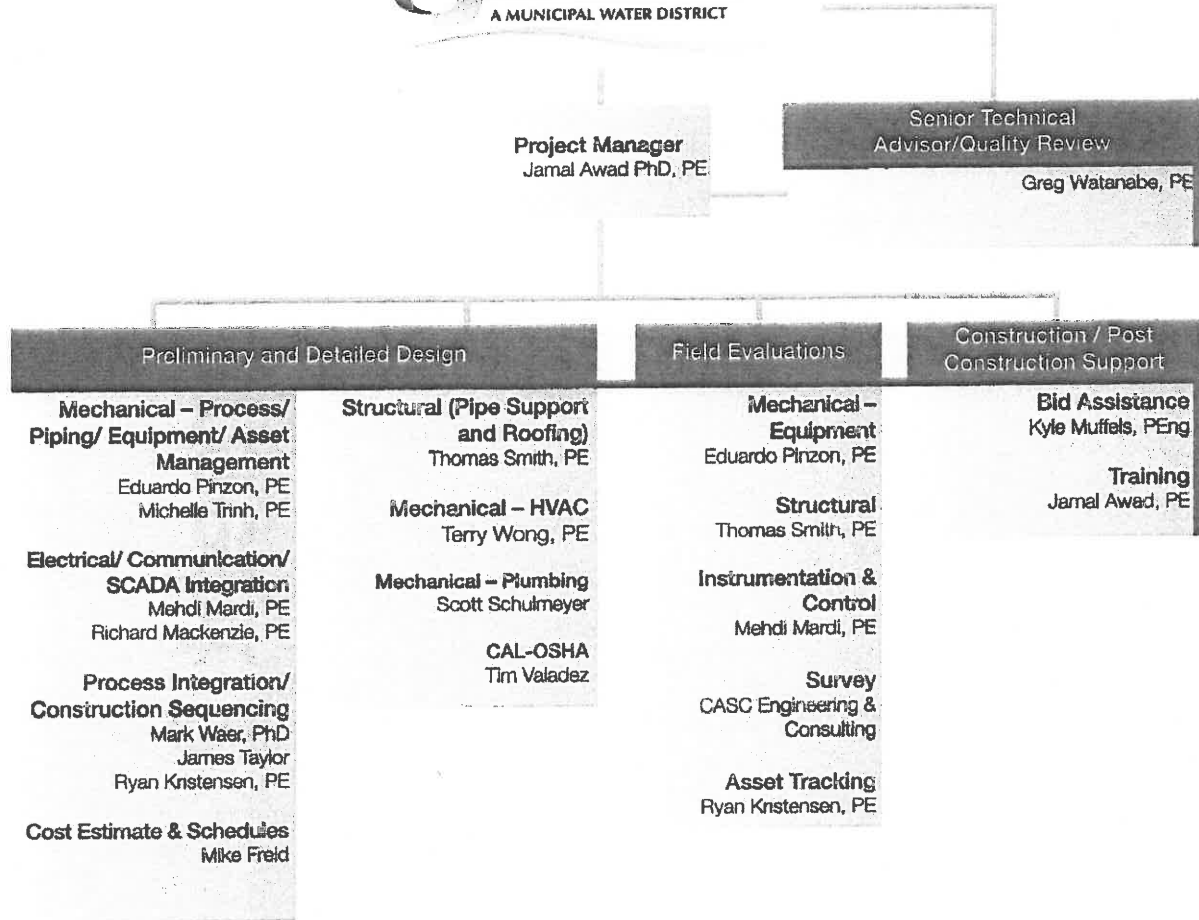
\_\_\_\_\_  
Paul Hermann  
Principal

1/30/18

(Date)

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# **Attachment 1**



Technical and Administrative support of 6,500 staff and over 200 offices, including 44 Staff Based in Irvine

# **Attachment 2**

FEE ESTIMATE WORKSHEET



Rate (\$ USD / HR)

Senior Technical Advisor/ Quality Review	Project Manager	Mechanical - Process/Piping Equipment/Asset Management	Structural	EM Assistance	Mechanical - Process/Piping Equipment/Asset Management	Electrical	Process Integration/ Construction Sequencing	Process Integration/ Construction Sequencing	Process Integration/ Construction Sequencing	Process Integration/ Construction Sequencing	Cost Estimate & Schedule	Drainage	Prevent	GHG Scenario	Hydraulic Modeling	Subtotal Hours	Consumable Costs	Direct Expenses	Total
Greg Wetzelshie	Janae Aved	Edward Pizano	Thomas Smith	Kyle Mathis	Mehade Tirth	Mehdi Harif	Mark West	James Taylor	Ryan Kildeman	Mike Pridl	Larry Tortuga	Sarmad Fafo	Nathan Tomlinson	Cary Taylor		\$0			
\$248	\$266	\$216	\$186	\$197	\$176	\$216	\$186	\$188	\$146	\$188	\$182	\$236	\$166	\$120		\$0			

Phase 01 - Preliminary Design

1	TM1	Covering Chlorine Contact Basins	2	8	40		12		2		4	8				76	\$456.00		\$13,436.00	
2	TM2	Grading, Drainage and Settlement Issues	2	2							8	40	40	12		104	\$624.00		\$22,164.00	
3	Task 1	Renovations	6	12			12		2		8					40	\$240.00		\$8,320.00	
4	Task 2	Replacements	6	20			16	20	2		20	4				88	\$528.00		\$17,488.00	
5	Task 3	Demolition	2	20					2		2					26	\$156.00		\$5,726.00	
6	Task 4	Upgrades	2	12					2		8			20		44	\$144.00		\$8,894.00	
7	Task 5	Meetings	4	14	8			8	4		12	6	8	6		68	\$408.00	\$600.00	\$15,028.00	
SUB-TOTAL PHASE 01 - Preliminary Design			6	34	80	40	0	40	28	14	0	36	38	68	16	20	466	\$2,556.00	\$600.00	\$80,966.00
			1%	8%	18%	8%	0%	9%	4%	3%	0%	8%	8%	10%	10%	4%				

Phase 02 - 50% Design

1	Task 1	Renovations	6	12			12		2		8					40	\$240.00		\$8,320.00		
2	Task 2	Replacements	6	20			12	20	2		20	4				84	\$504.00		\$16,764.00		
3	Task 3	Demolition	4	20							2					26	\$156.00		\$5,646.00		
4	Task 4	Upgrades	4	12							8			20		44	\$144.00		\$8,924.00		
5	Task 5	Meetings	4	20	12			12	4		12	8	8	8		88	\$528.00	\$1,000.00	\$19,968.00		
6	Task 6	Grading, Drainage, and Settlement Improvements	2	6								20	16	20		64	\$384.00		\$13,164.00		
TM1			Level of effort will be defined based on the recommendations from TM 1																		
SUB-TOTAL PHASE 02 - 50 percent Design			6	46	78	0	0	24	32	8	0	32	22	20	24	28	20	346	\$1,956.00	\$1,000.00	\$72,966.00
			2%	13%	22%	0%	0%	7%	9%	2%	0%	9%	6%	6%	7%	8%	8%				

FEE ESTIMATE WORKSHEET



Rate (\$ USD / HR)

Senior Technical Advisor/ Quality Review	Project Manager	Mechanical - Process Piping/ Equipment Asset Management	Structural	BM Assistance	Mechanical - Process Piping/ Equipment Asset Management	Electrical	Process Integration/ Construction Sequencing	Process Integration/ Construction Sequencing	Process Integration/ Construction Sequencing	Cost Estimation & Schedule	Drainage	Pavement	Chief Estimator	Hydraulic Modeling				
Greg Watanabe	Jamal Awad	Eduardo Pinzon	Thomas Smith	Kyle Mathis	Kathleen Trinh	Mahdi Meril	Mark Weir	James Taylor	Ryan Kristensen	Allie Field	Larry Turkiye	Bernad Farjo	Nathan Toyvickton	Casey Nelson	Subtotal Hours	Consumable Costs	Direct Expenses	Total
\$246	\$258	\$216	\$166	\$197	\$175	\$216	\$196	\$194	\$145	\$188	\$196	\$336	\$159	\$188		\$6		

Phase 03 - 100 % Design

1	Task 1	Renovations	2	6	16			20					8					52	\$312.00	\$300.00	\$11,052.00	
2	Task 2	Replacements	2	6	16		20	20					20	4				88	\$528.00	\$300.00	\$17,728.00	
3	Task 3	Demolition		4	12								2					18	\$108.00	\$400.00	\$4,478.00	
4	Task 4	Upgrades		4	12								8				20	44	\$144.00	\$400.00	\$9,324.00	
5	Task 5	Meetings	4	20	12			12					8	8	8			84	\$504.00	\$400.00	\$18,564.00	
6	Task 6	Grading, Drainage and Settlement Improvements	2	6										24	20	32		84	\$504.00	\$400.00	\$17,264.00	
	Total	Covering Chlorine Contact Basins	Level of effort will be defined based on the recommendations from TM 1																			
			10	48	68	0	0	40	32	0	0	32	22	32	28	40	20	370	\$2,108.00	\$2,200.00	\$78,418.00	
			3%	12%	18%	0%	0%	11%	8%	0%	0%	8%	6%	8%	6%	11%	5%					
		Assistance During Bidding					36											36	\$216.00	\$200.00	\$7,508.00	
TOTAL SCOPE OF WORK:			Total Hours Per Person	22	126	224	40	95	104	92	22	0	100	82	106	98	66	60	1,198	\$6,612.00	\$3,800.00	\$249,870.00
			Percent of Project Time	2%	11%	15%	3%	3%	5%	8%	2%	0%	8%	7%	9%	8%	7%	5%				



# **Attachment 3**



**INLAND EMPIRE UTILITIES AGENCY  
CONSULTING SERVICES INVOICE**

Company: ABC Company	Pay Est. No.:	Contract Date:	Invoice Date: #####
Address:	Contract No.: 45-XXXX	IEUA Project Manager: Jamal Zughbi	This Period: From: 9/1/2015 To: 9/30/2015
Phone No.:	Proj. Name & No: RF-1 Improvements Project, EN15:xxx		Invoice No./Consult Ref: XXXXXX

**ORIGINAL CONTRACT:**

PO No.	SAP Line Item No.	WBS Element No.	Item Description	Original Contr. Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
45-XXXX	1	EN15xxx.00.F.DN50	50% Design Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	2	EN15xxx.00.F.DN85	85% Design Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	3	EN15xxx.00.F.DFLP	Final Design	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	4	EN15xxx.00.G.CNSW.00.	Constr Support Services		#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
<b>Subtotal Original Contract</b>				<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>

**CONTRACT AMENDMENTS:**

PO No.	SAP Line Item No.	WBS Element No.	Amendment Description	Amended Contract Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
						\$0.00		\$0.00	0%	0%
						\$0.00		\$0.00	0%	0%
						\$0.00		\$0.00	0%	0%
<b>Subtotal Contr. Amendm</b>				<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>Total Cont. with Amendr</b>				<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>

**PAYMENT SUMMARY FOR THIS PERIOD:**

**PRIOR PAYMENT SUMMARY:**

	From: 9/1/2015 To: 9/30/2015		From: To:
Amount Earned Original Contract	\$0.00	Amount Earned Orig Contract	\$0.00
Amount Earned Amendments	\$0.00	Amount Earned Amendments	\$0.00
Back Charges	\$0.00	Back Charges	\$0.00
Amount Due This Period	\$0.00	Prior Payments	\$0.00

**TOTAL PAYMENT SUMMARY:**

**CONTRACT SCHEDULE SUMMARY:**

	<b>Total Contract</b>	Contract Start Date:	10/9/2014
Total Original Contract	\$0.00	Contract Duration:	365
Total Contract Amendments	\$0.00	Contract Completion Date:	10/9/2015
Total Payments to Date	\$0.00	Authorized Time Extension:	0
Back Charges	\$0.00	Revised Completion Date:	10/9/2015
Payment this period	\$0.00	<b>PROJECT COMPLETION SUMMARY:</b>	
Balance of Contract	\$0.00	Contract Time Expired:	102%
		Contract Work Complete:	#DIV/0!

**Consultant Approval:**

Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Inland Empire Utilities Agency Approvals:**

Proj. Engineer: \_\_\_\_\_ Date: \_\_\_\_\_ Exec Mgr. / Assistant GM: \_\_\_\_\_ Date: \_\_\_\_\_  
 Deputy Manager: \_\_\_\_\_ Date: \_\_\_\_\_ General Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
 Dept. Manager: \_\_\_\_\_ Date: \_\_\_\_\_

**ACTION  
ITEM  
1F**

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**Date:** February 21, 2018

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

HHR

02/14/18

**Executive Contact:** Chris Berch, Executive Manager of Engineering/AGM

**Subject:** CCWRF Improvements Package II Consultant Contract Award

---

**Executive Summary:**

Carbon Canyon Water Recycling Facility (CCWRF) has been in operation for over 25-years and now requires major overhaul services and process improvements to maintain high quality wastewater treatment and remain in compliance with the discharge permit. The improvements are required in various locations throughout the plant. The project has been divided into three packages. Package I is currently in design and will address the preliminary, primary, and secondary treatment. Package II (current action) will re-purpose the unused space inside the control building to add office space for plant staff. The project will also improve access to the chemical containment areas inside the chemical disinfection building and install security cameras throughout the facility. Package III will address the tertiary treatment process areas and site drainage.

On January 4, 2018, IEUA received two proposals. The proposals were reviewed by a selection committee consisting of IEUA staff from Engineering, Operations and Maintenance, and the City of Chino Hills. Based on the project team qualifications and understanding of the project scope, the committee unanimously concurred that Gillis and Panichapan Architects was the most qualified firm to do the work.

---

**Staff's Recommendation:**

1. Award a consultant contract for the CCWRF Asset Management and Improvements Package II, Project No. EN18037, to Gillis and Panichapan Architects, Inc., for a not-to-exceed amount of \$140,125; and
2. Authorize the General Manager to execute the contract subject to non-substantive changes.

---

**Budget Impact** *Budgeted (Y/N): Y* *Amendment (Y/N): N* *Amount for Requested Approval:*

*Account/Project Name:*

EN18037/CCWRF Asset Management and Improvements Package II

*Fiscal Impact (explain if not budgeted):*

None.

**Prior Board Action:**

None.

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**Environmental Determination:**

Statutory Exemption

CEQA exempts a variety of projects from compliance with the statute. This project qualifies for a Statutory Exemption as defined in Section 15262 of the State CEQA Guidelines. When the project will be implemented will be subject to future environmental evaluation.

---

**Business Goal:**

The CCWRF Asset Management and Improvements - Package II Project is consistent with IEUA's Business Goal of Wastewater Management, specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

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**Attachments:**

Attachment 1 - PowerPoint

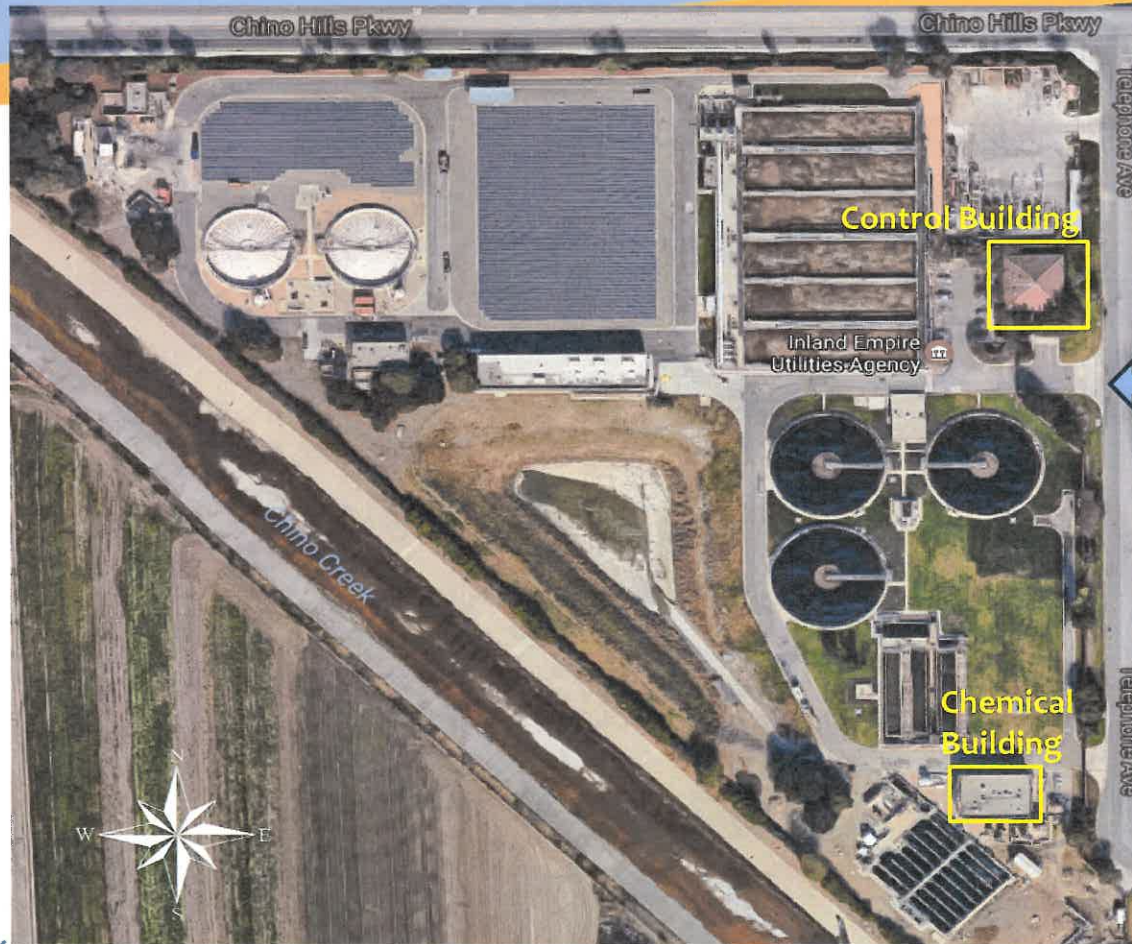
Attachment 2 - Consultant Contract

# CCWRF Improvements Package II Consultant Contract Award Project No. EN18037



Adham Almasri, P.E., PMP  
February 2018

# Project Location



Plant  
Entrance



# The Project

- Repurpose the unused space into office space
- Improve access to the chemical building
- Install security cameras throughout the plant



Existing Laboratory Space



Current Access to Chemical Building



# Consultant Selection

- Evaluation and Selection Committee
  - IEUA Engineering, Operations & Maintenance
- Justification for unanimously selecting Gillis and Panichapan Architects
  - Comprehensive understanding of project scope and expectation
  - Most qualified consultant
  - Success in similar past projects
- Two proposals received on January 4, 2018

Proposals Received
Gillis and Panichapan Architects
IDS Group

# Project Budget and Schedule

Description	Estimated Cost
<b>Design Services</b>	<b>\$178,525</b>
Design Consultant (this action)	\$140,125
IEUA Design Services (6%)	\$38,400
<b>Construction Services</b>	<b>\$64,000</b>
Engineering Services During Construction (5%)	\$32,000
IEUA Construction Services (5%)	\$32,000
<b>Construction</b>	<b>\$704,000</b>
Construction	\$640,000
Contingency (10%)	\$64,000
<b>Total Project Cost:</b>	<b>\$946,525</b>
<b>Total Project Budget:</b>	<b>\$950,000</b>
<b>Remaining Budget</b>	<b>\$3,475</b>

Project Milestone	Date
<b>Design</b>	
Consultant Contract Award	February 2018
Design Completion	March 2019
<b>Construction</b>	
Construction Contract Award	June 2019
Construction Completion	July 2020

# Recommendation

- Award a consultant contract for the CCWRF Asset Management and Improvements Package II, Project No. EN18037, to Gillis and Panichapan Architects, Inc., for a not-to-exceed amount of \$140,125; and
- Authorize the General Manager to execute the contract subject to non-substantive changes.

The CCWRF Asset Management and Improvements Package II Project is consistent with **IEUA's Business Goal of Wastewater Management**, specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.



**CONTRACT NUMBER: 4600002485**  
**ARCHITECTURAL SERVICES**  
**FOR**  
**CARBON CANYON WATER RECYCLING FACILITY (CCWRF)**  
**ASSET MANAGEMENT AND IMPROVEMENTS - PACKAGE II**  
**PROJECT NO. EN18037**

THIS CONTRACT (the "Contract"), is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to interchangeably as "IEUA" and "Agency"), and Gillis + Panichapan Architects, Inc. of Costa Mesa, California (hereinafter referred to as "Consultant"), to provide professional architectural services for the Carbon Canyon Water Recycling Facility Asset Management and Improvements - Package II Project No. EN18037.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. **PROJECT MANAGER ASSIGNMENT:** All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are listed below.

Project Manager: Adham Almasri, P.E., Senior Engineer  
Address: 6075 Kimball Avenue, HQ,B  
Chino, CA 91708  
Telephone: (909) 993-1462  
Email: [aalmasri@ieua.org](mailto:aalmasri@ieua.org)

2. **CONSULTANT ASSIGNMENT:** Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Project Manager: Jack Panichapan, AIA, LEED AP, License N<sup>o</sup>. C29344  
Principal, CEO, Gillis + Panichapan Architects, Inc.  
Address: 2900 Bristol Street, Suite G-205  
Costa Mesa, CA 92626  
Telephone: (714) 668-4260, extension 261  
Email: [jack@gparchitects.org](mailto:jack@gparchitects.org)

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
  - A. Amendments to Contract 4600002485;
  - B. Contract 4600002485 General Terms and Conditions;
  - C. Agency's Request for Proposal RFP-RW-17-040 and Addendum Number One, referenced herein, made a part hereof, and incorporated herein by reference;
  - D. Consultant's Proposal dated January 4, 2018, referenced herein, made a part hereof, and incorporated herein by reference.
4. **SCOPE OF WORK AND SERVICES:** The Consultant's scope of work shall include all necessary professional consulting engineering services as outlined in Consultant's Proposal dated January 4, 2018, referenced herein, made a part hereof, incorporated by this reference, and as negotiated by the cognizant Project Manager.
5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed and terminate on 06/28/2019, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. **COMPENSATION:** Agency shall pay Consultant's properly-executed once-monthly invoice approved by the Project Manager within thirty (30) days following electronic receipt of the invoice. Payment will be withheld for any service which does not meet or exceed Agency requirements or has proven unacceptable until such service is revised, resubmitted, and accepted by the Project Manager. Invoice shall include the Contract number 4600002485 for payment. Monthly invoicing shall be submitted electronically to [apgroup@ieua.org](mailto:apgroup@ieua.org).

In compensation for the work represented by this Contract, Agency shall pay Consultant a NOT-TO-EXCEED maximum total of **\$141,620.00** for selected services provided as outlined in Consultant's Fee Schedule, attached hereto, referenced herein, and made a part hereof as **Attachment 1**.

Consultant's invoice must be submitted according to milestones achieved by Consultant and accepted by the Agency's Project Manager, and shall include a breakdown by items completed, all associated labor provided, labor hours supplied and associated hourly rates, dates worked, the current monthly amount due, and the cumulative amount invoiced to-date against this Contract, using the Agency's standard Excel-based invoicing template **Attachment 2**. Invoice shall not be submitted in advance and shall not be dated earlier than the actual date of submittal. A copy of subject Excel invoicing template shall be furnished by the Agency's Project Manager.

7. **INSURANCE:** During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.
  - A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:
    1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed

operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
  3. Workers' Compensation and Employers Liability: Workers' compensation limits 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. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
1. General Liability and Automobile Liability Coverage
    - a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
    - b. Primary Coverage: The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-

insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Consultant's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

The insurer hereby grants to Agency a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Agency by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency.

- D. Acceptability of Insurers: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:-VII, and who are admitted insurers in the State of California.
- E. Verification of Coverage: Consultant shall furnish the Agency with original 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 the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation

to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- F. Submittal of Certificates: Consultant shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency, a Municipal Water District  
Attn: Angela Witte  
P.O. Box 9020  
Chino Hills, California 91709  
email [awitte@ieua.org](mailto:awitte@ieua.org)

8. CONTROL OF THE WORK: Consultant shall perform the Work in compliance with the Work Schedule as mutually agreed by both parties.

If performance of the Work falls behind schedule, the Consultant shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.

9. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.
- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- E. Verification of Coverage: Consultant shall furnish the Agency with certificates of insurance and with original endorsements effecting coverage required by the Agency



for themselves and all subconsultants prior to commencing work or allowing any subconsultant to commence work under any subcontract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

- F. Travel and Subsistence Pay: The Consultant shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- G. Liens: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Indemnification: Consultant shall indemnify IEUA, its directors, employees, agents, and assigns, and shall defend and hold them harmless from all liability, demands, actions, claims, losses, and expenses, including reasonable attorney's fees, which arise out of or are related to the negligence, recklessness or willful misconduct of Consultant, its directors, employees, agents and assigns, in the performance of work under this contract. Notwithstanding the foregoing, to the extent that this Contract includes design professional services under Civil Code Section 2782.8, as may be amended from time to time, such duties of Consultant to defend and to indemnify Agency shall only be to the full extent permitted by Civil Code Section 2782.8.
- I. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- J. Equal Opportunity: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- K. Disputes:
  - 1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein,

arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.

2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Consultant's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.
3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
  - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person will be designated as Arbitrator.
  - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
  - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

4. **Joinder in Mediation/Arbitration:** The Agency may join the Consultant in mediation or arbitration commenced by a Consultant on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Consultant.
- L. **Grant-Funded Projects:** This is a not a grant-funded project.
- M. **FITNESS FOR DUTY:**
1. **Fitness:** Consultant and its subconsultant personnel on the Jobsite:
- a. shall report for work in a manner fit to do their job;
  - b. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby);
  - c. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency; and
  - d. shall receive standard safety training as furnished by Agency personnel.
2. **Compliance:** Consultant shall advise all Consultant and subconsultant personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its subconsultants. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.
10. **Department of Industrial Relations SB854 Requirements:** This section does not apply. No work shall be performed which would be classified as "Public Works."
11. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Consultant and/or the Consultant's subconsultant(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.
12. **PUBLIC RECORDS POLICY:** Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.). The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to Consultant.
- In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder

only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

13. NON-CONFORMING WORK AND WARRANTY: Consultant represents and warrants that the Work shall be in conformance with the specifications provided herein and shall serve the purposes described. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all errors or shortcomings of the Work, regardless of whether any such errors or shortcomings is brought to the attention of the Consultant by Agency, or any other person or entity.
14. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Mr. Warren T. Green  
Manager of Contracts and Procurement  
c/o Inland Empire Utilities Agency, a Municipal Water District  
6075 Kimball Avenue, Building "A"  
Chino, California 91708

Consultant: Mr. Longkavach "Jack" Panichapan, AIA, LEED AP  
Principal / CEO  
c/o Gillis + Panichapan Architects, Inc.  
2900 Bristol Street, Suite G-205  
Costa Mesa, CA 92626

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

15. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
16. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.

17. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
18. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant-invoiced services up to the date of such termination.
19. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within ten (10) working days after said records are requested by the Agency.
20. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, et cetera.
21. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Consultant.

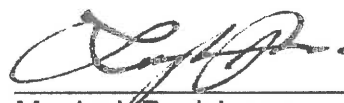
IN WITNESS WHEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

INLAND EMPIRE UTILITIES AGENCY,  
A MUNICIPAL WATER DISTRICT:

GILLIS + PANICHAPAN ARCHITECTS, INC.

\_\_\_\_\_  
Halla H. Razak  
General Manager

(Date)



\_\_\_\_\_  
Mr. Jack Panichapan  
Principal / CEO

*1/25/18*

(Date)

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# **Attachment 1**



# **Attachment 2**





**INLAND EMPIRE UTILITIES AGENCY  
CONSULTING SERVICES INVOICE**

<b>Company:</b> ABC Company	<b>Pay Est. No.:</b>	<b>Contract Date:</b>	<b>Invoice Date:</b> #####
<b>Address:</b>	<b>Contract No.:</b> 46-xxxx	<b>IEUA Project Manager:</b> Jamal Zughbi	<b>This Period:</b> From: 9/1/2015 To: 9/30/2015
<b>Phone No.:</b>	<b>Proj. Name &amp; No.:</b> RP-1 Improvements Project, EN15xxx		<b>Invoice No. /Consult Ref</b> XXXXXX

**ORIGINAL CONTRACT:**

PO No.	SAP Line Item No.	WBS Element No.	Item Description	Original Contr. Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
45-xxxx	1	EN15xxx.00.F.DN50	50% Design Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	2	EN15xxx.00.F.DN85	85% Design Services	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	3	EN15xxx.00.F.DFLP	Final Design	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
	4	EN15xxx.00.G.CNSW.00	Constr Support Services		#DIV/0!	\$0.00	#DIV/0!	\$0.00	#DIV/0!	\$0.00
<b>Subtotal Original Contract</b>				<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>

**CONTRACT AMENDMENTS:**

PO No.	SAP Line Item No.	WBS Element No.	Amendment Description	Amended Contract Value	Total This Period		Total to Date		Progress to Date	Remaining Contract Value
				Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)	% Complete	Amount (\$)
						\$0.00		\$0.00	0%	0%
						\$0.00		\$0.00	0%	0%
						\$0.00		\$0.00	0%	0%
<b>Subtotal Contr. Amendm</b>				<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>
<b>Total Cont. with Amendr</b>				<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$0.00</b>

**PAYMENT SUMMARY FOR THIS PERIOD:**

**PRIOR PAYMENT SUMMARY:**

	From: 9/1/2015	From:	
	To: 9/30/2015	To:	
Amount Earned Original Contract	\$0.00	Amount Earned Orig Contract	\$0.00
Amount Earned Amendments	\$0.00	Amount Earned Amendments	\$0.00
Back Charges	\$0.00	Back Charges	\$0.00
<b>Amount Due This Period</b>	<b>\$0.00</b>	<b>Prior Payments</b>	<b>\$0.00</b>

**TOTAL PAYMENT SUMMARY:**

**CONTRACT SCHEDULE SUMMARY:**

<b>Total Contract</b>		Contract Start Date:	10/9/2014
Total Original Contract	\$0.00	Contract Duration:	365
Total Contract Amendments	\$0.00	Contract Completion Date:	10/9/2015
Total Payments to Date	\$0.00	Authorized Time Extension:	0
Back Charges	\$0.00	Revised Completion Date:	10/9/2015
Payment this period	\$0.00	<b>PROJECT COMPLETION SUMMARY:</b>	
<b>Balance of Contract</b>	<b>\$0.00</b>	Contract Time Expired:	102%
		Contract Work Complete:	#DIV/0!

**Consultant Approval:**

Title: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Inland Empire Utilities Agency Approvals:**

Proj. Engineer: \_\_\_\_\_ Date: \_\_\_\_\_ Exec Mgr. / Assistant GM: \_\_\_\_\_ Date: \_\_\_\_\_  
 Deputy Manager: \_\_\_\_\_ Date: \_\_\_\_\_ General Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
 Dept. Manager: \_\_\_\_\_ Date: \_\_\_\_\_

**ACTION  
ITEM  
1G**

**Date:** February 21, 2018

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

HHR  
02/14/18

**Executive Contact:** Chris Berch, Executive Manager of Engineering/AGM

**Subject:** RP-1 Maintenance Building Construction Contract Award

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**Executive Summary:**

The heating, ventilation, and air conditioning (HVAC) systems throughout the IEUA service area are critical in order to maintain the proper operating temperature conditions for equipment and personnel. The Regional Recycling Plant No.1 (RP-1) Maintenance Building utilizes eight evaporative coolers for space cooling. The evaporative coolers are more than 20 years old and have reached the end of their useful life. The evaporative coolers are heavily corroded with broken components which rendered some units nonfunctional.

This project will procure and install eight roof-mounted evaporative cooling units along with associated electrical equipment to replace the existing units. Additionally, the access ladder leading to the building roof and guard railing will be upgraded to enhance safety.

On January 9, 2018, IEUA received three construction bids. Allison Mechanical, Inc., was the lowest responsive, responsible bidder with a bid price of \$167,967.

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**Staff's Recommendation:**

1. Award a construction contract for the RP-1 Maintenance Building HVAC Replacement, Project No. EN18040, to Allison Mechanical, Inc., in the amount of \$167,967; and
2. Authorize the General Manager to execute the contract.

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**Budget Impact** Budgeted (Y/N): Y Amendment (Y/N): N Amount for Requested Approval:

Account/Project Name:

EN18040/RP-1 Maintenance Building HVAC Replacement

*Fiscal Impact (explain if not budgeted):*

N/A

**Prior Board Action:**

None.

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**Environmental Determination:**

Statutory Exemption

CEQA exempts a variety of project from compliance with the statute. This project qualifies for a General Rule Statutory Exemption as defined in Section 15061(b)(3) of the State CEQA Guidelines.

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**Business Goal:**

The master services contract for condition assessments, is consistent with IEUA's Business Goal of Wastewater Management specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.

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**Attachments:**

Attachment 1 - PowerPoint

Attachment 2 - Construction Contract

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# RP-1 Maintenance Building Construction Contract Award Project No. EN18040



# Project Location





# The Project

- Evaluate HVAC structural framing and roof ducting
- Replace eight evaporative coolers
- Replace electrical equipment
- Upgrade access ladder and guard railing
- Protective coatings



Access Ladder to HVAC Units



Disconnect and Motor Control Panels

# Contractor Selection

Three bids were received on January 9, 2018:

## Bids Received

Bidder's Name	Total
Allison Mechanical, Inc.	\$ 167,967
F. M. Thomas Air Conditioning, Inc.	\$ 230,594
Airite Heating & Air Conditioning, Inc.	\$ 259,900
<b>Engineer's Estimate</b>	<b>\$ 300,000</b>



# Project Budget and Schedule

Description	Estimated Cost
<b>Design Services</b>	<b>\$13,000</b>
IEUA Design Services (actual cost)	\$13,000
<b>Construction Services (IEUA)</b>	<b>\$25,000</b>
IEUA Construction Services (15%)	\$25,000
<b>Construction</b>	<b>\$192,967</b>
Construction Contract (this action)	\$167,967
Contingency (15%)	\$25,000
<b>Total Project Cost:</b>	<b>\$230,967</b>
<b>Total Project Budget:</b>	<b>\$650,000</b>

Project Milestone	Date
<b>Construction</b>	
Construction Contract Award	February 2018
Construction Completion	July 2018

# Recommendation

- Award a construction contract for the RP-1 Maintenance Building HVAC Replacement, Project No. EN18040, to Allison Mechanical, Inc., in the amount of \$167,967; and
- Authorize the General Manager to execute the contract.

The master services contract for condition assessments, is consistent with **IEUA's Business Goal of Wastewater Management** specifically the Asset Management objective that IEUA will ensure the regional sewer system and treatment facilities are well maintained, upgraded to meet evolving requirements, sustainably managed, and can accommodate changes in regional water use.



**CONTRACT NUMBER: 460002480**  
**FOR**  
**RP-1 MAINTENANCE BUILDING HVAC REPLACEMENT**  
**PROJECT NUMBER EN18040**

THIS CONTRACT (the "Contract") is made and entered into this 25<sup>th</sup> day of January, 2018 by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to interchangeably as "IEUA" and "Agency") and Allison Mechanical, Inc., with offices located in Redlands, California (hereinafter referred to as "Contractor"), for the RP-1 Maintenance Building HVAC Replacement Project No. EN18040.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. **PROJECT MANAGER ASSIGNMENT:** All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are listed below.

Project Manager: Jamal Zughbi, P.E., Senior Engineer  
Address: 6075 Kimball Avenue, Building "B"  
Chino, CA 91708  
Telephone: (909) 993-1698  
Email: [izughbi@isua.org](mailto:izughbi@isua.org)  
Facsimile: (909) 993-1982

2. **CONTRACTOR ASSIGNMENT:** Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Project Manager: Jacob Johanson  
Address: 1968 Essex Court  
Redlands, CA 92373  
Telephone: (909) 478-5633  
Email: [jjohanson@allison1.net](mailto:jjohanson@allison1.net)  
Facsimile: (909) 478-5637

3. **ORDER OF PRECEDENCE:** The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
  - A. Amendments to Contract number 4600002480.
  - B. Contract number 4600002480 General Terms and Conditions.
  - C. Agency's Invitation for Bid RFP-RW-17-036 and Addendum Number One, both incorporated herein by this reference.
  - D. Contractor's bid dated January 9, 2018 (**Attachment 1**).
4. **SCOPE OF WORK AND SERVICES:** Contractor services and responsibilities shall include and be in accordance with the Agency's Request for Proposals RFP-RW-17-036 and Addendum Number One, both incorporated herein by this reference.
5. **TERM:** The term of this Contract shall extend from the date of the Notice to Proceed, and terminate on July 31, 2018, unless agreed to by both parties, reduced to writing, and amended to this Contract.
6. **PAYMENT, INVOICING AND COMPENSATION:** The Contractor shall submit once-monthly invoicing, basis materials and labor completed to-date. IEUA shall pay the Contractor's invoice within thirty (30) days following receipt of the approved invoice. Payment will be withheld for any service which does not meet the requirements of this Contract, until such service is revised, the invoice resubmitted and accepted by the Project Manager.

All invoices shall be submitted electronically with all required back-up to [apgroup@ieua.org](mailto:apgroup@ieua.org).

Contractor shall provide with their invoice certified payroll verifying that Consultant has paid prevailing wage in accordance with the Department of Industrial Relations requirements as stipulated in SB-854 [ <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> ].

**Effective January 1, 2015:** The call for bids and contract documents must include the following information:

A. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

B. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

C. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. As such, a PWC-100 will be generated.

As compensation for the work performed under this Contract, Agency shall pay Contractor a *not-to-exceed maximum \$167,967.00* for all work satisfactorily provided hereunder in accordance with **Attachment 1**, referenced herein, attached hereto, and made a part hereof.

7. **INSURANCE:** During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.

A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- a. The insurance shall include coverage for each of the following hazards:

Premises – Operations  
Owners and Contractors Damage  
Broad Form Property Damage  
Contractual for Specific Contract  
Severability of Interests or Cross-Liability  
XCU [Explosion, Collapse and Underground] Hazards  
Personal Injury – with the "Employee" Exclusion Deleted

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation and Employers Liability:** Workers' compensation limits 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. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Payment, Labor & Material, and Performance Bonds:** Bonding is required, per Public Contract Code Article 121, Section 21565, for public works projects. All construction-related labor for this project is designated as the

public works portion of this project and therefore subject to prevailing wage. Contractor and subcontractor shall furnish bonding with the use of IEUA forms as furnished by Project Manager or their designee.

- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.
- C. Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:
1. **General Liability and Automobile Liability Coverage**
    - a. **Additional Insured Status**: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
    - b. **Primary Coverage**: The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Consultant's insurance and shall not contribute with it.
    - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
    - d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
    - e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. **Workers' Compensation and Employers Liability Coverage**

The insurer hereby grants to Agency a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Agency by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. **All Coverages**

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency.

D. Acceptability of Insurers: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Consultant shall furnish the Agency with original 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 the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

F. Submittal of Certificates: Consultant shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency, a Municipal Water District  
Attn: Angela Witte, Risk Specialist  
P.O. Box 9020  
Chino Hills, California 91709

8. CONTROL OF THE WORK: Contractor shall perform the Work in compliance with the Work Schedule. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.

9. LEGAL RELATIONS AND RESPONSIBILITIES

- A. Professional Responsibility: The Contractor shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.
- B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.
- C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Contractor or its employees.

**Effective July 1, 2014, all Contractors must be registered with the California Dept. of Industrial Relations as required by law SB-854 for public works construction projects.**

D. Confined Space Work:

I. Precautions and Programs:

- a. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work or the activities of subcontractors, suppliers, and others at the work site.
- b. The Contractors and subcontractors shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under Section 107 of the "Contract Work Hours and Safety Standards Act," as set forth in Title 29 C.F.R. If the Agency is notified of an alleged violation of the Occupational Safety and Health Standards referred to in this Section and it is established that there is a violation, the Contractor shall be subject to liquidated damages as provided in the Contract.
- c. The Contractor and all subcontractors shall comply with the provisions of the Occupational Safety and Health Standards, promulgated by the United States Secretary of Labor under the "Occupational Safety and Health Act of 1970," as set forth in Title 29, C.F.R. Where an individual State act on occupational safety and health standards has been approved by federal authority, then the provisions of said state act shall control.



d. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary supervision, control, and direction to prevent damage, injury, or loss to:

- 1) All employees on the work or work site and other persons and organizations who may be affected thereby;
- 2) All the work and materials and equipment to be incorporated therein, whether in storage or on or off the work site; and
- 3) All other property at the site.

e. Contract work requiring confined space entry must follow Cal-OSHA Regulation 8 CCR, Sections 5157 - 5158. This regulation requires the following to be submitted to IEUA for approval prior to the start of the project:

- 1) *Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157. This regulation also requires the following to be submitted to IEUA for approval prior to the entry of a confined space:*
- 2) *A written plan that includes identification of confined spaces within the construction site, alternate procedures where appropriate, contractor provisions, specific procedures for permit-required and non-permit required spaces, and a rescue plan.*

f. The Contractor must also submit a copy of their Safety Program or IIPP prior to the start of the project for approval by the Safety & Risk Department.

- E. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- F. Hours of Labor: The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Contractor shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- G. Travel and Subsistence Pay: The Contractor shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- H. Liens: Contractor shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Contractor on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Contractor shall fully

discharge each such lien at the time performance of the obligation secured matures and becomes due.

- I. Indemnification: Contractor shall indemnify IEUA, its directors, employees, agents, and assigns, and shall defend and hold them harmless from all liability, demands, actions, claims, losses, and expenses, including reasonable attorney's fees, which arise out of or are related to the negligence, recklessness or willful misconduct of Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.
- J. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- K. Equal Opportunity: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.
- L. Disputes:
  1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
  2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Contractor shall comply, pursuant to the Agency Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to

each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
  - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
  - b. In the event that none of the names submitted by Contractor are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Contractor a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
  - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
4. Joinder in Mediation/Arbitration: The Agency may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Contractor.
- N. Workers' Legal Status: For performance against this Contract, Supplier shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.
- O. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California

Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, work days, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor [ <http://www.dir.ca.gov/Public-Works/PublicWorks.html> ].

10. FITNESS FOR DUTY:

A. Fitness: Consultant and its Subcontractor personnel on the Jobsite:

1. shall report for work in a manner fit to do their job;
2. shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
3. shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

B. Compliance: Consultant shall advise all contractor and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Contractor shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Contractor agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.

12. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to Contractor.

In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Agency from all liability, damages, costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

13. **NON-CONFORMING WORK AND WARRANTY:** Contractor represents and warrants that the Work shall be in conformance with the specifications provided herein and shall serve the purposes described. For a period of not less than one (1) year after acceptance of the completed Work, Contractor shall, at no additional cost to Agency, correct any and all errors or shortcomings of the Work, regardless of whether any such errors or shortcomings is brought to the attention of the Contractor by Agency, or any other person or entity.
13. **NOTICES:** Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Inland Empire Utilities Agency, a Municipal Water District  
Attn: Mr. Warren T. Green  
Manager of Contracts and Procurement  
P.O. Box 9020  
Chino Hills, California 91709-0902

Contractor: Allison Mechanical, Inc.  
Attn: Mr. Donald Allison  
President  
1968 Essex Court  
Redlands, CA 92373-8008

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

15. **SUCCESSORS AND ASSIGNS:** All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Contractor, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.

16. **INTEGRATION:** The Contract Documents represent the entire Contract of the Agency and the Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Contractor.
17. **GOVERNING LAW:** This Contract is to be governed by and constructed in accordance with the laws of the State of California.
18. **TERMINATION FOR CONVENIENCE:** The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Agency shall pay Contractor for all authorized and Contractor-invoiced services up to the date of such termination.
19. **RIGHT TO AUDIT:** The Agency reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
20. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
21. **LIQUIDATED DAMAGES:** Liquidated Damages, in the amount of \$1,000.00 per day, may be assessed by the Agency for each calendar day that the Contractor fails to complete this project in accordance with its final, contractually-committed delivery schedule. Any and all Liquidated Damages assessed by the Agency will be taken as a direct credit against the Contractor's invoice for this project. The Contractor's acceptance of a contract subsequently issued in conjunction with this solicitation, shall serve to indicate acceptance of this Liquidated Damages clause, and the daily assessment of damages expressed herein.
22. **CHANGES:** The Agency may, at any time, make changes to this Contract's Scope of Work; including additions, reductions and other alterations to any or all of the work. However, such changes shall only be made via written amendment to this Contract. The Contract Price and Work Schedule shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.
23. **NOTICE TO PROCEED:** No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor.

AS WITNESS HEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

INLAND EMPIRE UTILITIES AGENCY:  
(a Municipal Water District)

ALLISON MECHANICAL, INC.:

\_\_\_\_\_  
Halla H. Razak  
General Manager

(Date)

*Donald P. Allison*  
\_\_\_\_\_  
Donald P. Allison  
President

*1/25/18*  
\_\_\_\_\_  
(Date)

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**ACTION  
ITEM  
1H**



**Date:** February 21, 2018

HR

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

02/14/18

**Executive Contact:** Chris Berch, Executive Manager of Engineering/AGM

**Subject:** SCADA Training Contract Award

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**Executive Summary:**

Consistent with IEUA's Supervisory Control and Data Acquisition (SCADA) Master Plan, the control systems at IEUA's treatment facilities are being migrated to a standardized software platform, Rockwell PlantPax. The SCADA system is used by operations staff to monitor plant processes and ensure compliance. Programming for the PlantPax systems requires specific training and experience. Through the SCADA Migration Project (EN13016), IEUA prequalified system integrators will program all of the systems at IEUA's treatment facilities to the PlantPax platform. Following this migration, IEUA's Integrated System Services (ISS) staff will be required to maintain the PlantPax system.

Royal Industrial Solutions (Royal) was contracted by IEUA in September 2014 to develop and conduct customized PlantPax training tailored to the equipment and programming strategies that IEUA utilizes. Royal is the local representative (located in Rancho Cucamonga) for Rockwell Automation and is also a partner with Rockwell in a long-term contract with IEUA for SCADA services during the migration process.

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**Staff's Recommendation:**

1. Award a single source service contract for the PlantPax training program to support the SCADA Enterprise System, Project No. EN13016, to Royal Industrial Solutions, for a not-to-exceed amount of \$156,039; and
2. Authorize the General Manager to execute the contract subject to non-substantive changes.

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**Budget Impact** *Budgeted (Y/N): Y* *Amendment (Y/N): N* *Amount for Requested Approval:*

*Account/Project Name:*

EN13016.04/SCADA Enterprise System (Regional Plant No. 5)

*Fiscal Impact (explain if not budgeted):*

None.

**Prior Board Action:**

On December 17, 2014, the Board of Directors approved the services contract award for the SCADA Enterprise System to Royal Wholesale Electric.

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**Environmental Determination:**

**Categorical Exemption**

In June 2014, IEUA filed a Notice of Exemption with San Bernardino County for the SCADA Enterprise System, Project No, EN13016, which included the RP-5 facility.

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**Business Goal:**

The SCADA Enterprise System Project is consistent with IEUA's Business Goal of Business Practices that strives to apply best industry practices in all processes to maintain or improve the quality and value of the services we provide to our member agencies and the public.

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**Attachments:**

Attachment 1 - Training Services Contract



**CONTRACT NUMBER: 4600002483**  
**CONSULTING SERVICES**  
**FOR**  
**RP-5 SCADA ENTERPRISE SYSTEM**

THIS CONTRACT (the "Contract"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Inland Empire Utilities Agency, a Municipal Water District, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to interchangeably as "IEUA" and "Agency") and Royal Wholesale Electric with offices located in Rancho Cucamonga, California (hereinafter referred to as "Consultant") for the delivery of onsite training services.

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. **PROJECT MANAGER ASSIGNMENT:** All technical direction related to this Contract shall come from the designated Project Manager. Details of the Agency's assignment are listed below.

Project Manager: Jesse Pompa, P.E., Senior Engineer  
Address: 6075 Kimball Avenue, Building "B"  
Chino, California 91708  
Telephone: (909) 993-1545  
Email: [jpompa@ieua.org](mailto:jpompa@ieua.org)  
Facsimile: (909) 993-1982

**CONSULTANT ASSIGNMENT:** Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Consultant: Jamie Colflesh, Services Product Manager  
Address: 10096 6th Street, Suite "D"  
Rancho Cucamonga, CA 91730  
Telephone: (951) 385-7776  
Email: [JColflesh@royalascg.com](mailto:JColflesh@royalascg.com)

2. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions, or addenda attached, then the governing order of precedence shall be as follows:
  - A. Amendments to Contract 4600002483.
  - B. Contract Number 4600002483, General Terms and Conditions.
  - C. Consultant's proposal #7B03F-EFD-10 V3 dated January 16, 2018, which is incorporated herein as **Appendix 1**.
  
3. SCOPE OF WORK AND SERVICES: Consultant is to provide training consulting services as offered within the Consultant's Proposal, which is attached hereto, referenced herein, and made a part hereof as **Appendix 1**.
  
4. TERM: The term of this Contract shall extend from the date of the Notice to Proceed and terminate on December 31, 2020, unless agreed to by both parties, reduced to writing, and amended to this Contract.
  
5. COMPENSATION: The Agency shall pay Consultant's properly-executed invoices, subsequent to approval by the Project Manager, within thirty (30) calendar days following receipt of the invoice. Payment will be withheld for any service which does not meet the requirements of this Contract or has proven unacceptable until such service is revised, resubmitted, and accepted by the Project Manager.

As compensation for work performed under this Contract, Agency shall pay Consultant a **NOT-TO EXCEED maximum of \$156,039.00** in accordance with **Appendix 1** and as approved by SAP Purchase Requisition 10043113.

All invoices shall be submitted electronically with all required back-up to [apgroup@ieua.org](mailto:apgroup@ieua.org)

Payment shall be made according to milestones achieved by Consultant and accepted by the Agency's Project Manager.
  
6. CONTROL OF THE WORK: Consultant shall perform the Work in compliance with the Work Schedule's milestones. If performance of the Work falls behind schedule, the Consultant shall accelerate the performance of the Work to comply with the Work Schedule as directed by the Project Manager. If the nature of the Work is such that Consultant is unable to accelerate the Work, Consultant shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Work Schedule.
  
7. GRANT FUNDED PROJECTS: This is not a grant-funded (e.g., Federal Grant and State Revolving Funds combined) project.
  
8. FITNESS FOR DUTY:
  - A. Fitness: Consultant and its Subcontractor personnel on the Jobsite:
    1. Shall report for work in a manner fit to do their job;

2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of Agency.

B. Compliance: Consultant shall advise all Consultant and subcontractor personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Consultant shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Consultant violates these Fitness for Duty Requirements.

9. INSURANCE: During the term of this Contract, the Consultant shall maintain at Consultant's sole expense, the following insurance.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' compensation limits 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. Professional Liability (Errors and Omissions): Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Agency, its officers, officials, employees and volunteers; or the Consultant shall

procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. Additional Insured Status: The Agency, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
- b. Primary Coverage: The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Agency, its officer, officials, employees and volunteers. Any insurance or self-insurance maintained by the Agency, its officers, officials, employees, volunteers, property owners or engineers under contract with the Agency shall be excess of the Consultant's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Agency, its officers, officials, employees or volunteers.
- d. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. The Consultant may satisfy the limit requirements in a single policy or multiple policies. Any such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

The insurer hereby grants to Agency a waiver of any right to subrogation which any insurer of said Consultant may acquire against the Agency by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this

provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency.

D. Acceptability of Insurers: All insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Consultant shall furnish the Agency with original 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 the Agency before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The Agency reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

F. Submittal of Certificates: Consultant shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency, a Municipal Water District  
Attn: Angela Witte, Risk Specialist  
P.O. Box 9020  
Chino Hills, California 91709

10. LEGAL RELATIONS AND RESPONSIBILITIES

A. Professional Responsibility: The Consultant shall be responsible, to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.

B. Status of Consultant: The Consultant is retained as an independent Consultant only, for the sole purpose of rendering the services described herein, and is not an employee of the Agency.

C. Observing Laws and Ordinances: The Consultant shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and

regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Consultant shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Agency, its officers and employees against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by the Consultant or its employees.

- D. Subcontract Services: Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager.
- E. Hours of Labor: The Consultant shall comply with all applicable provisions of California Labor Code Sections 1810 to 1817 relating to working hours. The Consultant shall, as a penalty to the Agency, forfeit \$25.00 for each worker employed in the execution of the Contract by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of the Labor Code.
- F. Travel and Subsistence Pay: The Consultant shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- G. Liens: Consultant shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Consultant on account of said services to be rendered or said materials to be furnished under this Contract and that may be secured by any lien against the Agency. Consultant shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.
- H. Conflict of Interest: No official of the Agency who is authorized in such capacity and on behalf of the Agency to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- I. Equal Opportunity and Unlawful Discrimination: During the performance of this Contract, the Consultant shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin. The Agency is committed to creating and maintaining an environment free from harassment and discrimination. To accomplish these goals the Agency has established procedures regarding the implementation and enforcement of the Agency's Harassment Prohibition and Equal Employment Opportunity commitments. Please refer to Agency Policies A-29 (Equal Employment Opportunity) and A-30 Harassment Prohibition for detailed information or contact the Agency's Human



Resources Administrator. A copy of either of these Policies can be obtained by contacting the Project Manager for your respective Contract. Please advise any of your staff that believes they might have been harassed or discriminated against while on Agency property, to report said possible incident to either the Project Manager, or the Agency's Human Resources Administrator. Please be assured that any possible infraction shall be thoroughly investigated by the Agency.

- J. Non-Conforming Work and Warranty: Consultant represents and warrants that the Work and Documentation shall be adequate to serve the purposes described in the Contract. For a period of not less than one (1) year after acceptance of the completed Work, Consultant shall, at no additional cost to Agency, correct any and all errors in and shortcomings of the Work or Documentation, regardless of whether any such errors or shortcoming is brought to the attention of Consultant by Agency, or any other person or entity. Consultant shall within three (3) calendar days, correct any error or shortcoming that renders the Work or Documentation dysfunctional or unusable and shall correct other errors within thirty (30) calendar days after Consultant's receipt of notice of the error. Upon request of Agency, Consultant shall correct any such error deemed important by Agency in its sole discretion to Agency's continued use of the Work or Documentation within seven (7) calendar days after Consultant's receipt of notice of the error. If the Project Manager rejects all or any part of the Work or Documentation as unacceptable and agreement to correct such Work or Documentation cannot be reached without modification to the Contract, Consultant shall notify the Project Manager, in writing, detailing the dispute and reason for the Consultant's position. Any dispute that cannot be resolved between the Project Manager and Consultant shall be resolved in accordance with the provisions of this Contract.
- K. Disputes:
1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Consultant shall pursue the work to completion in accordance with the instruction of the Agency's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract, which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
  2. Any and all disputes during the pendency of the work shall be subject to resolution by the Agency Project Manager and the Consultant shall comply, pursuant to the Agency Project Manager instructions. If the Consultant is not satisfied with any such resolution by the Agency Project Manager, they may file a written protest with the Agency Project Manager within seven (7) calendar days after receiving written notice of the Agency's decision. Failure by

Consultant to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Agency Project Manager's resolution. The Agency's Project Manager shall submit the Consultant's written protests to the General Manager, together with a copy of the Agency Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination with respect to each protest filed with the Agency Project Manager within ten (10) calendar days after receipt of said protest(s). If Consultant is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of arbitration, the parties hereto agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
  - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Consultant to be appointed as Arbitrator. The Agency shall determine if any of the names submitted by Consultant are acceptable and, if so, such person shall be designated as Arbitrator.
  - b. In the event that none of the names submitted by Consultant are acceptable to Agency, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Agency shall submit to Consultant a list of five names of persons acceptable to Agency for appointment as Arbitrator. The Consultant shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
  - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.

4. **Joinder in Mediation/Arbitration:** The Agency may join the Consultant in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such joinder shall be initiated by written notice from the Agency's representative to the Consultant.
  
10. **INDEMNIFICATION:** Consultant shall indemnify the Agency, its directors, employees and assigns, and hold them harmless from all liabilities, demands, actions, claims, losses and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Consultant, its directors, employees, agents and assigns, in the performance of work under this contract.
  
11. **OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY:** The Agency retains ownership of any and all partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data ("Work Product") prepared by the Consultant and/or the Consultant's subcontractor(s) pertaining to this Contract upon full payment of all monies owed to the Consultant. Said materials and documents are confidential and shall be available to the Agency from the moment of their preparation, and the Consultant shall deliver same to the Agency whenever requested to do so by the Project Manager and/or Agency. The Consultant agrees that same shall not be made available to any individual or organization, private or public, without the prior written consent of the Agency.
  
12. **TITLE AND RISK OF LOSS:**
  - A. **Documentation:** Title to the Documentation shall pass to Agency when prepared; however, a copy may be retained by Consultant for its records and internal use. Consultant shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of Agency or for the performance of Work related to the project.
  
  - B. **Material:** Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to Agency when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Consultant shall have risk of loss of any Material or Agency-owned equipment of which it has custody.
  
  - C. **Disposition:** Consultant shall dispose of items to which Agency has title as directed in writing by the Agreement Administrator and/or Agency.

13. PROPRIETARY RIGHTS:

Rights and Ownership: Agency's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Consultant in the performance of the Work, shall be governed by the following provisions:

Proprietary Rights conceived, developed, or reduced to practice by Consultant in the performance of the Work shall be the property of Agency, and Consultant shall cooperate with all appropriate requests to assign and transfer same to Agency.

If Proprietary Rights conceived, developed, or reduced to practice by Consultant prior to the performance of the Work are used in and become integral with the Work or Documentation, or are necessary for Agency to have complete enjoyment of the Work or Documentation, Consultant shall grant to Agency a non-exclusive, irrevocable, royalty-free license, as may be required by Agency for the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation.

If the Work or Documentation includes the Proprietary Rights of others, Consultant shall procure, at no additional cost to Agency, all necessary licenses regarding such Proprietary Rights so as to allow Agency the complete enjoyment of the Work and Documentation, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and Documentation and grant sublicenses to others with respect to the Work and Documentation. All such licenses shall be in writing and shall be irrevocable and royalty-free to Agency.

15. No Additional Compensation: Nothing Set forth in this Contract shall be deemed to require payment by Agency to Consultant of any compensation specifically for the assignments and assurances required hereby, other than the payment of expenses as may be actually incurred by Consultant in complying with this Contract.

16. INFRINGEMENT: Consultant represents and warrants that the Work and Documentation shall be free of any claim of trade secret, trade mark, trade name, copyright, or patent infringement or other violations of any Proprietary Rights of any person.

Consultant shall indemnify and hold harmless Agency, its officers, directors, employees, successors, assigns, and servants free and harmless from any and all liability, damages, losses, claims, demands, actions, causes of action, and costs including reasonable attorney's fees and expenses arising out of any claim that use of the Work or Documentation infringes upon any trade secret, trade mark, trade name, copyright, patent, or other Proprietary Rights.

Consultant shall, at its expense and at Agency's option, refund any amount paid by Agency under the Contract, or exert its reasonable efforts to procure for Agency the right to use the Work and Documentation, to replace or modify the Work and Documentation as approved by Agency so as to obviate any such claim of infringement.

17. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Agency: Mr. Warren T. Green  
Manager of Contracts  
Inland Empire Utilities Agency, a Municipal Water District  
P.O. Box 9020  
Chino Hills, California 91709

Consultant: Gary Yost, Account Manager  
Royal Wholesale Electric  
10096 6<sup>th</sup> Street, Unit "B"  
Rancho Cucamonga, CA 91730

Any notice given hereunder shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

18. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall inure to the benefit of and be binding upon the Agency, the Consultant, and their respective successors and assigns. Notwithstanding the foregoing, no assignment of the duties or benefits of the Consultant under this Contract may be assigned, transferred or otherwise disposed of without the prior written consent of the Agency; and any such purported or attempted assignment, transfer or disposal without the prior written consent of the Agency shall be null, void and of no legal effect whatsoever.
19. PUBLIC RECORDS POLICY: Information made available to the Agency may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Agency's use and disclosure of its records are governed by this Act. The Agency shall use its best efforts to notify Consultant of any requests for disclosure of any documents pertaining to Consultant. In the event of litigation concerning disclosure of information Consultant considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Agency shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Agency is required to defend an action arising out of a Public Records Act request for any of the information Consultant has marked "Confidential," "Proprietary," or "Trade Secret," Consultant shall defend and indemnify Agency from all liability, damages,

costs, and expenses, including attorneys' fees, in any action or proceeding arising under the Public Records Act.

20. RIGHT TO AUDIT: The Agency reserves the right to review and/or audit all Consultant's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to Consultant. The Consultant shall make all records and related documentation available within three (3) working days after said records are requested by the Agency.
21. INTEGRATION: The Contract Documents represent the entire Contract of the Agency and the Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered or amended except by written mutual agreement by the Agency and the Consultant.
22. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California.
23. TERMINATION FOR CONVENIENCE: The Agency reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Consultant. In the event of such termination, the Agency shall pay Consultant for all authorized and Consultant invoiced services up to the date of such termination.
24. FORCE MAJEURE: Neither party shall hold the other responsible for the effects of acts occurring beyond their control; e.g., war, riots, strikes, natural disasters, etcetera.
25. NOTICE TO PROCEED: No services shall be performed or furnished under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Consultant.

(Signature page immediately follows)

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be entered as of the day and year written above.

**INLAND EMPIRE UTILITIES AGENCY:**  
**(a Municipal Water District)**

**ROYAL WHOLESALE ELECTRIC:**

\_\_\_\_\_  
Halla H. Razak  
General Manager

(Date)

*Gary M. Yost*  
\_\_\_\_\_  
Gary M. Yost  
Account Manager

*1/24/18*  
\_\_\_\_\_  
(Date)

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# Appendix 1



LISTEN.  
THINK.  
SOLVE.™



**INLAND EMPIRE UTILITIES AGENCY  
CHINO, CA 91708**

**ROCKWELL AUTOMATION  
TRAINING SERVICES**

**FIXED PRICE  
PROPOSAL #: 7B03F-EFD-10 V3**

**Global Solutions & Services**  
Bringing You a World of Experience

PRESENTED TO: Don Hamlett  
Inland Empire Utilities Agency  
6075 Kimball Ave  
Chino, CA 91708

PROPOSED BY: Royal Wholesale Electric/Royal Industrial Solutions  
Jamie Colflesh  
10096 6th St Ste D  
Rancho Cucamonga, CA 91730-5750

*Rockwell Automation*  
2125 East Katella Avenue  
Suite 250  
Anaheim, CA 92806



Date:	Description of change:	Edited by:	Revision:
16 January 2018	Added PRS015	Michael Garner	3



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## 1 Solution Summary

An experienced Rockwell Automation instructor will deliver on-site training to Inland Empire Utilities Agency employees. The assigned factory-trained instructor will conduct hands-on training classes at the Inland Empire Utilities Agency plant or local Royal Wholesale Electric facility.

The following table identifies the Rockwell Automation training deliverables associated with the course(s) that will be delivered by a Rockwell Automation factory-trained instructor:

Course	Class Days	RA CEUs	Student Manual	Job Aid	# of Students per session	Course Description
CCP143 CCP143: Development and Programming of ControlLogix Projects	4	2.8	Yes	Yes	Up to 12	See Below*
PRS013 PlantPax System Configuration Fundamentals: PRS013 In Round 1, this class was cut down to 4 days.	4.5	3.15	Yes	Yes	Up to 10	See Below*
RS-FTHSEC FactoryTalk Historian Site Edition Configuration and Data Collection: RS-FTHSEC In Round 1, this class was cut down to 3 days. - "2 types of dashboards were discussed. The Agency may only need training on one type of dashboard."	3.5	2.45	Yes	Yes	Up to 12	See Below*
FTVP FactoryTalk VantagePoint Configuration and Reporting: FTVP	3	2.1	Yes	Yes	Up to 12	See Below*
CCV207 FactoryTalk View SE Programming: CCV207 In Round 1, this class was cut down to 4 days.	4.5	3.15	Yes	Yes	Up to 12	See Below*
CCP152 Studio 5000 Logix Designer Level 4: Function Block Programming: CCP152	2	1.4	Yes	Yes	Up to 12	See Below*
PRS015 PlantPax Process System Troubleshooting	4	2.8	Yes	Yes	Up to 10	See Below*

The information contained in this document consists of technical, commercial and/or financial information which is confidential and proprietary to Rockwell Automation, Inc. This information is furnished in confidence and with the understanding that it may not be disclosed to third parties or reproduced or used, in whole or in part, for any purpose other than evaluation of this document. The recipient agrees to return the document to Rockwell upon request.

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 Allen-Bradley • Rockwell Software

**Rockwell  
Automation**



\*Note: For a detailed agenda of all Rockwell Automation standard courses, please refer to the Course Descriptions found on the Rockwell Automation Services Training website: [www.rockwellautomation.com/go/training](http://www.rockwellautomation.com/go/training). Courses requiring eligibility forms to be completed, such as TUV courses must have proper forms approved and submitted in advance of scheduling. Tailored courses: Final agenda(s) to be determined between Inland Empire Utilities Agency and Rockwell Automation 4 weeks prior to scheduling. All topics in course descriptions may not be covered due to time constraints.

## 2 Statement of Work

This proposal is for the delivery of training services outlined in the Solution Summary only. Implementation and/or delivery of additional services are not within the scope of this proposal. However, Rockwell Automation is highly skilled and staffed to deliver additional training components upon request. Rockwell Automation would be available to quote these services separately.

The Scope of Work is divided into the following two areas of responsibility: Rockwell Automation and Inland Empire Utilities Agency responsibilities.

### 2.1 Rockwell Automation Responsibilities

A Rockwell Automation instructor will deliver course(s) in accordance with an agreed upon training schedule. Rockwell Automation will have responsibility for scheduling, shipping, and setting up the necessary training workstations associated with the outlined course(s). All necessary software for training purposes will be provided and installed on classroom computers.

In summary, the following services will be provided:

- Qualified instructor(s) to teach the designated courses (See Solution Summary)

The information contained in this document consists of technical, commercial and/or financial information which is confidential and proprietary to Rockwell Automation, Inc. This information is furnished in confidence and with the understanding that it may not be disclosed to third parties or reproduced or used, in whole or in part, for any purpose other than evaluation of this document. The recipient agrees to return the document to Rockwell upon request.



- Training materials and job aids for course delivery as needed
- Support/simulation equipment for student hands-on practice, one workstation for every two students. (Craft skills courses may have four students to one demo in some instances)
- Application software as required for training
- Completion certificates for each student
- Setup, configuration, tear down, and shipping of support equipment

## 2.2 Inland Empire Utilities Agency Responsibilities

The following requirements are the responsibility of Inland Empire Utilities Agency management and employees:

- Single Point-of-Contact: Inland Empire Utilities Agency will designate a representative authorized to act on their behalf with respect to training decisions, e.g., priorities, schedule, etc. This representative must have access to plant personnel schedules in order to advise on the most appropriate training times.
- Local Plant Support: Inland Empire Utilities Agency must legitimize the training and ensure that all individuals involved in the process understand the purpose and the importance of the training sessions. Inland Empire Utilities Agency must stress the need for participants and supervisors to allocate time for scheduled events.
- Training Class Time: Classes will be held at the location specified and training will be held from 8:00 a.m. to 5:00 p.m. (or as requested by Inland Empire Utilities Agency)
- Access to Facility: Venue is the responsibility of Inland Empire Utilities Agency. Inland Empire Utilities Agency is will make available to the Rockwell Automation on-site instructor access to the facility during the mutually agreed upon schedule for the purpose of, and that which is applicable to, providing the training services described in this proposal. If necessary, some assistance with handling equipment may be required from Inland Empire Utilities Agency. In order to be fully prepared at the scheduled class time, it may be necessary for the Rockwell Automation Instructor to have access to the classroom one day prior to the beginning of class. Venue location is the responsibility of Inland Empire Utilities Agency to provide.



The instructor will require assistance during setup and teardown to lift training workstations greater than 50 pounds. Please provide the Training Coordinator the name of a designate person from your location who will be available to assist prior the class begin date.

- Equipment Security: It is the responsibility of Inland Empire Utilities Agency to safeguard the Rockwell Automation training equipment while on-site.
- Training Classroom: The training environment influences the quality of learning; therefore, Rockwell Automation requires a suitable space for conducting the training. Based upon our instructors' experience, the following list represents minimum facility requirements:
  - Internet Connectivity: Rockwell Automation has adopted an online student data collection and event assessment feedback system. The training classroom must have wired or wireless Internet access available to all Rockwell Automation computers used in the training. Some Rockwell Automation courses, such as IMINS and IMINS2, utilize an offsite hardware lab which students connect to remotely, also requiring wired or wireless Internet connections. Please advise the Rockwell Automation Logistics Specialist on Internet connectivity at time of scheduling,
  - 700 square feet of class space
  - Adequate seating and work space
  - Two (2) writing boards with markers
  - Projection screen
  - 110V Power outlets – Adequate enough to power up to 6 workstations. PowerFlex DC courses require 240V 3-phase power 30 Amp
- Course Participant Prerequisites: Success of this training depends on all prerequisite skills being met by the participants prior to attending the training. It is imperative that Inland Empire Utilities Agency ensures that the

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target audience meets the prerequisite requirements in order to maximize the learning experience for its employees. Rockwell Automation and Inland Empire Utilities Agency identified the following prerequisite skills as being necessary for attendance in the course(s) designated in the Solution Summary:

- Ability to perform basic Microsoft® Windows® tasks, such as using a mouse, browsing for files, opening, closing, sizing and moving windows)
- Pre-requisites per Course Description

### 3 Scheduling Requirements

At release of an order, Inland Empire Utilities Agency and Rockwell Automation will mutually agree upon the date for conducting the on-site course(s). The date will be confirmed upon receipt and acceptance of the purchase order.

After order acceptance, Rockwell Automation will use the following schedule:

- Each session will be for the number of students specified in the Solution Summary section.
- Courses less than 4.5 days in length will not start on a Monday
- Courses greater than 4 days in length or Monday start dates will require set up on Sunday and overtime travel
- Suggested schedule will run Tuesday through Friday

A minimum of six weeks advance notice must be given to Rockwell Automation for on-site training scheduling and it is subject to instructor and equipment availability. After the order is released, every reasonable effort must be made on the part of Inland Empire Utilities Agency to provide Rockwell Automation with all pertinent information in an expedient manner.

### 4 Clarifications and Exceptions

#### 4.1 Standard Working Hours

The standard work day refers to 8 hours of training, including time for lunch, to be scheduled between the hours of 7:00 a.m. and 6:00 p.m. Training required outside of these hours may be subject to additional charge to be approved by Inland Empire Utilities Agency prior to training.

#### 4.2 Substance Abuse Policy

Rockwell Automation will comply with its own Substance Abuse Policy, which meets the intent of the Drug Free Workplace Act and all other legal requirements regarding drug testing. This policy provides for pre-employment drug testing and testing for cause, however, it does not include random testing. Because this policy has to be implemented uniformly among all our employees, we cannot mandate that any single employee or group of employees submit to random drug testing. In the event an individual contract or purchase order contains unique considerations for on-site performance which mandates random testing, Rockwell Automation will make a good faith effort to identify qualified personnel who will voluntarily submit to the requisite testing with the understanding that all associated costs will be borne by Inland Empire Utilities Agency.

If the resultant contract requires drug testing prior to performance of on-site activities, Inland Empire Utilities Agency must advise Rockwell Automation at the time of award so that we may determine whether or not the qualified volunteer will be available within the time frame required by Inland Empire Utilities Agency.

#### 4.3 No-Hire Agreement

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Inland Empire Utilities Agency expressly acknowledges that during the course of its relationship with Rockwell Automation under any resultant contract, it may come into contact with various employees or representatives of Rockwell Automation. To the extent not prohibited by law, Inland Empire Utilities Agency agrees not to directly or indirectly attempt to solicit or receive any confidential information of Rockwell Automation from any such employee or representative. Inland Empire Utilities Agency further agrees that it will not directly or indirectly attempt to solicit, induce or accept the employment or other involvement or activity of any such employee or representative for its own or other parties' use or benefit, or to the detriment of Rockwell Automation. The foregoing will not apply to inquiries received in response to general solicitations of employment directed to the general public. Inland Empire Utilities Agency's obligation under this paragraph will remain in effect for a period of one year following the latter of the termination date of the resultant contract or the last date on which goods are delivered or services are provided by Rockwell Automation under the contract.

#### 4.4 Video Taping Restrictions

Video Recording. Rockwell Automation advises, and Inland Empire Utilities Agency acknowledges, that the Training class is a standard training offering which was designed by Rockwell Automation for delivery by a knowledgeable Rockwell Automation employee trained in all aspects of Rockwell Automation products who is present to evaluate the comprehension of students and address any questions. Much of the training class is designed for learning by the student through active hands-on demonstration and training during the class. Accordingly, video recording is not permitted as use of such recording for training purposes represents a safety issue. In the event Inland Empire Utilities Agency requires videotaping of Training classes, Inland Empire Utilities Agency must first execute a separate agreement relieving Rockwell Automation of all liability for injury or damage arising out of use of such video recording and indemnifying Rockwell Automation for such injury or damage.

#### 4.5 Attendees Personal Property

All attendees of Training classes will be responsible for the care of their own personal belongings. Rockwell Automation disclaims all liability for any theft of, or damage to, the personal property of attendees.

#### 4.6 Cancellation Policy

Cancellation terms are as follows:

- A cancellation fee of 50% of a one-week session if cancellation occurs less than 14 days before the start of the scheduled class will be assessed.
- A 10% postponement fee will be charged for any class sessions postponed less than 14 days from the start of that specific session. The postponement fee will be waived if the class is rescheduled with 30 days of the original scheduled date.





## 5 Pricing Summary

Inland Empire Utilities Agency's price is based on the Statement of Work set forth in Section 1 above. All prices are in USD. Proposal is valid for 30 days from date of issue.

### Training Investment:

<b>Course</b>	<b>Class Days</b>	<b>Inland Empire Utilities Agency Price Up to 6 Students per Session</b>
CCP143 CCP143: Development and Programming of ControlLogix Projects (Max 12 students)	4	\$20,889
PRS013 PlantPAx System Configuration Fundamentals: PRS013 (Max 10 students)	4	\$26,342
RS-FTHSEC FactoryTalk Historian Site Edition Configuration and Data Collection: RS-FTHSEC (Max 12 students)	3	\$20,889
FTVP FactoryTalk VantagePoint Configuration and Reporting: FTVP (Max 12 students)	3	\$19,456
CCV207 FactoryTalk View SE Programming: CCV207 (Max 12 students)	4	\$26,342
CCP152 Studio 5000 Logix Designer Level 4: Function Block Programming: CCP152 (Max 12 students)	2	\$14,551
PRS015 PlantPAx Process System Troubleshooting	4	\$27,570

Monday Start Adder*:	included
Course Materials, Instructor Setup, and Prep	included
Instructor and Living Expenses:	included
Shipment of Workstations:	included

\*Any class **less than 4.5 days** requiring a Monday start date will have a "Monday start adder" applied to accommodate for OT travel/setup on Sunday.

These prices do not include any food, beverages and/or other refreshments that might be required during these training courses. Please note that Rockwell Automation may only represent any prices specified herein as suggested prices only. Actual selling prices (and other terms of sale affecting price) will, in all cases, be solely determined by separate and independent agreement between Inland Empire Utilities Agency and Royal Wholesale Electric.

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**5.1 Assumptions**

This is an estimate of training costs based upon our understanding of the functional requirements and what is required to implement them. If influences beyond our control extend training beyond our estimated time, we reserve the right to receive just compensation for the extra work performed subject to approval by Inland Empire Utilities Agency.

**5.2 Payment Terms**

Classes are billed upon delivery. Payment terms are net thirty (30) days from invoice. Please issue purchase order to:

Royal Wholesale Electric/Royal Industrial Solutions  
Jamie Colflesh  
10096 6th St Ste D  
Rancho Cucamonga, CA 91730-5750

**5.3 Royal Wholesale Electric Terms and Conditions of Sale Apply**

**6 Rockwell Automation Commitment for System Sales Through Distribution**

**General.** This Commitment ("Commitment") covers purchase by Distributor's customer ("Customer") from Distributor of the hardware, software, and/or services (individually a "Product" and collectively "Products") described and integrated pursuant to this Statement of Work (collectively as integrated pursuant to the Statement of Work, the "WORK") to be provided by Rockwell Automation, Inc. and/or its affiliates ("Rockwell Automation"). Its terms are integral to the Statement or Work. In other words, Customer purchases the Work subject to the terms contained in this Commitment (as well as other terms that may be included elsewhere in the Statement of Work). These terms apply directly to Customer and Rockwell Automation. Previously negotiated and signed terms and conditions with Customer that include provisions between Rockwell Automation and Customer for sale of systems through distribution supersede these terms.

**Warranty.** (a) *Warranty:* Rockwell Automation warrants to Customer for the lesser period of 18 months from delivery or 12 months from startup, that the WORK will perform as stated in the Statement of Work and the Products will be free of defects in material, fabrication, and workmanship provided that: (1) the operating conditions and use of the WORK are in accordance with any standards set forth in the Statement of Work, Rockwell Automation's published specifications, and applicable recommendations of Rockwell Automation; and (2) the installation, adjustment, tuning, and start-up of the WORK have been properly performed in accordance with Rockwell Automation's published specifications and any applicable recommendations of Rockwell Automation. Repaired or replacement Products provided pursuant to subparagraph (b) below are similarly warranted for the longer period of six months from date of shipment or the remainder of the original warranty term.

(b) *Remedies:* Remedies under this warranty will be limited to, at Rockwell Automation's discretion, replacement, repair, re-performance, modification, or issuance of a credit for the purchase price of the Products involved, but only after the return of such Products pursuant to Rockwell Automation's instructions. Replacement Products, at Rockwell Automation's discretion, may be new, remanufactured, refurbished, or reconditioned. If the repair, re-performance, or replacement does not cure the defective performance, Customer may request emergency on-site service, which will be at Rockwell Automation's expense (consisting of time, travel, and expenses incurred by Rockwell Automation related to such services). If the defective performance is not due to warranted defects in the WORK or Products, the on-site service will be at Customer's expense. On-site warranty services performed at Rockwell Automation expense shall not include removal or reinstallation costs related to large-scale assemblies such as motors or transformers. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising from warranted defects.

(c) *General:* Warranty satisfaction is available only if (a) Rockwell Automation is provided prompt written notice of the warranty claim, and (b) Rockwell Automation's examination discloses that any alleged defect has not been caused by misuse, neglect,

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improper installation, operation, maintenance, repair, alteration, or modification by other than Rockwell Automation, accident, or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

(d) **Services:** Rockwell Automation warrants that service (including, but not limited to, training, installation, modifications, additions, software programming, engineering, startup, or repairs) shall be performed in a workmanlike manner conforming to standard industry practice. Rockwell Automation must receive written notification of non-conforming services within 30 days after the services are provided. If such services are confirmed to be non-conforming, Rockwell Automation will, at its option, re-perform the service or provide a refund or credit to Customer in the amount paid for the service. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising from warranted non-conforming services.

(e) THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR A PARTICULAR USE.

**Disclaimer and Limitation of Liability.** NEITHER ROCKWELL AUTOMATION NOR CUSTOMER WILL BE LIABLE TO THE OTHER FOR BUSINESS INTERRUPTION OR LOSS OF PROFIT, REVENUE, MATERIALS, OR THE LIKE (WHETHER DIRECT OR INDIRECT) OR FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY TO EACH OTHER FOR ALL OTHER CLAIMS AND LIABILITIES WILL NOT EXCEED THE LESSER OF \$1,000,000 OR THE COST OF THE WORK. ROCKWELL AUTOMATION DISCLAIMS ALL LIABILITY FOR TO GRATUITOUS ASSISTANCE PROVIDED BY ROCKWELL AUTOMATION BUT NOT REQUIRED BY THE STATEMENT OF WORK. THESE DISCLAIMERS AND LIMITATIONS OF LIABILITY WILL APPLY REGARDLESS THE FORM OF ACTION, WHETHER CONTRACT, TORT, OR OTHERWISE, AND EXTEND TO THE BENEFIT OF ROCKWELL AUTOMATION'S VENDORS AND APPOINTED DISTRIBUTOR.

**Intellectual Property.** (a) **Firmware and Packaged Software.** Software comprised of firmware or packaged software is subject to Customer's acceptance of additional terms and conditions set forth in separate Rockwell Automation or third-party license agreements. In the absence of a separate Rockwell Automation license agreement, Rockwell Automation hereby grants Customer a non-exclusive, non-transferable license to use such firmware or packaged software only in object code form and solely in conjunction with the WORK, without the right to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the firmware or software. Ownership of the respective Rockwell Automation or third-party firmware or packaged software shall remain with Rockwell Automation or the third party.

(b) **Documentation and Other Software.** Rockwell Automation hereby grants to Customer a non-exclusive, non-transferable license to modify and use solely in conjunction with the WORK all documentation and any software created by Rockwell Automation as specified in the Statement of Work.

(c) **Ownership of Pre-existing Intellectual Property.** Each party shall continue to own all right, title, and interest in all patents, trademarks, copyrights, confidential information, and other intellectual property rights as it owned on the Effective Date of this Commitment.

(d) **No Other Licenses.** Except as expressly set forth herein, no license under any patents, trademarks, copyrights, confidential information, or other intellectual property rights is granted or implied under this Commitment by either party.

**Government Clauses and Contracts.** No government contract clauses, specification, or regulations apply to the WORK, Products, or otherwise to this Statement of Work except to the extent agreed in writing by Rockwell Automation.

**Confidentiality.** (a) During the term of this Commitment and for a period of three years thereafter, each party will maintain in strict confidence all technical and business data and information disclosed by one party to the other that is marked "Confidential" and will not use or reveal such information without the prior written authorization of the other.

(b) The obligations of confidentiality and non-use will not apply to information (i) that is published or becomes part of the public domain other than by means of a breach of this Commitment; (ii) that a party can prove by written documentation was known to it prior to disclosure by the other party; (iii) that a party subsequently rightfully receives from a third party without an obligation of

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confidentiality; (iv) that a party discloses to a third party on a non-confidential basis; or (v) that was independently developed by the receiving party.

(c) Each party will take reasonable precautions to instruct its employees and consultants of its obligation under this section. Additionally, each party shall protect the exchanged information of the other against unauthorized use or disclosure with the same degree of care as it accords its own proprietary information of a similar type, but not less than reasonable care.

(d) Disclosure of confidential information will not be precluded if it is: (i) in response to a valid order of a court or governmental body of the United States or any political subdivision thereof; provided, however, that the disclosing party will first have made a reasonable effort to obtain a protective order requiring that the confidential information be used only for the purpose for which the order was issued; or (ii) otherwise required by law.

**Independent Terms.** Rockwell Automation is not a party to or bound by any contract between Customer and Distributor, including by Distributor's acceptance of a Customer purchase order. Distributor is an independent enterprise, not an agent or representative of Rockwell Automation, and is not authorized to bind Rockwell Automation.

**Effective Date.** This Commitment will become effective when Customer purchases the WORK from Distributor. Customer agrees that by purchasing the WORK it accepts the Statement of Work and Commitment. Absent such purchase, this Commitment will become null and void. No addition or modification to the Commitment and Statement of Work, including terms appearing in Customer's purchase order or requisition, will bind Rockwell Automation unless mutually agreed to in writing.

**Delivery.** Ex Works Rockwell Automation's plant or warehouse (per current Incoterms) or as otherwise specified in the Statement of Work (Delivery). In all cases, title transfers to Customer upon the earlier of Rockwell Automation's delivery to Customer or receipt by the first carrier for transport to Customer, except that title to all intellectual property rights associated with the WORK remains with Rockwell Automation or its suppliers and licensors.

**Acceptance.** (a) Acceptance occurs (i) on the date the WORK conforms to acceptance criteria in the Statement of Work or is otherwise beneficially used by Customer, but in no event later than 120 days following Delivery; or (ii) if otherwise unspecified, upon Delivery.

(b) *Interim Approvals.* Any Rockwell Automation submittal or deliverable requiring Customer approval pursuant to the Scope of Work will be deemed accepted if formal Customer approval, written or as otherwise required, is not received by Rockwell Automation within two calendar weeks after the date submitted.

**Changes.** Any change resulting from any of the following circumstances is subject to equitable adjustments to price, scheduling, and other affected terms and conditions: (a) Customer requested changes, including those affecting the identity, scope, and delivery of the WORK or Products; (b) physical conditions differing materially from those indicated or anticipated in the Statement of Work or that otherwise differ materially from those ordinarily found under similar circumstances; (c) delays caused by Customer, its employees, affiliates, other contractors to Customer, or any other party within Customer's reasonable control; and (d) an emergency endangering persons or property; in such emergency circumstances, Rockwell Automation may act at its discretion to prevent damage, injury, or loss.

All changes, except actions necessitated by emergencies as provided in (d) above, must be executed by a written change order signed or otherwise definitively authorized by both parties, and Rockwell Automation will not begin work on a change until it is authorized. All claims must be made within a reasonable time after the occurrence giving rise to the claim.

**Safety and Standards.** Rockwell Automation is responsible for compliance of the WORK with laws, regulations, and standards, including safety regulations and standards, of the country where the WORK will be located that are applicable to the WORK at the effective date of this Agreement. Customer must inform Rockwell Automation of any other laws, regulations, or standards that may apply to the WORK. Rockwell Automation will be responsible for compliance with such other safety or other standards only if documented in the Statement of Work. Rockwell Automation is not responsible for laws, regulations, or standards that apply to Customer's (or end user's, if different from Customer) facility, equipment, process, information system, or data.

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**Site Rules, Licenses, Permits, Site Preparation.** (a) Rockwell Automation agrees to comply with all applicable posted site rules of Customer (unless inconsistent with the obligations set forth in the Statement of Work) and any additional Customer's site rules that have been incorporated into the Statement of Work.

(b) Customer is responsible for: (1) all licenses, permits, clearances, and site access rights; (2) all sites being ready and equipped with all necessary Customer furnished equipment and facilities; (3) any required customer fixtures or facilities being hazard free, structurally sound, and sufficient; and (4) reasonable access to the worksite as required for installing, commissioning or using the WORK.

**Customer Specification.** Unless otherwise specified in the Statement of Work, Rockwell Automation will not be liable for (i) design, materials, or construction criteria furnished or specified by Customer and incorporated into the WORK or Products, (ii) products made by or sourced from other manufacturers or vendors specified by Customer; or (iii) commercially available computer software, hardware, and electrical components. (Such Customer-specified products shall include but not be limited to any identified in the Statement of Work.)

Customer Information. Customer warrants that access and use of information made available by Customer to Rockwell Automation, including technical specifications, drawings, source code, application code, communication interfaces, protocols, and other documentation, will not infringe or violate any intellectual property rights of the original vendor or other third party.

**RoHS.** 1. Customer-Furnished Equipment (CFE) will meet all applicable material restrictions as defined in RoHS. If it does not, customer will notify Rockwell Automation prior to shipment of the CFE to Rockwell Automation. Customer will defend, indemnify, and hold harmless Rockwell Automation, its Distributor's, representatives, agents and employees from and against all claims, damage, losses and expenses, including attorney fees, associated with any requirements or regulations requiring these material restrictions for products or solutions.

2. The EU RoHS regulation takes effect July 22, 2017. Prior to this date, Distributor reserves the right to submit a change order proposal to customer for any requirements for RoHS-compliant products or solutions imposed on Distributor or Rockwell Automation from customer or any third parties empowered to do so.

**ACTION  
ITEM  
11**

**Date:** February 21, 2018

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

**Committee:** Engineering, Operations & Water Resources

HR  
02/14/18

**Executive Contact:** Chris Berch, Executive Manager of Engineering/AGM

**Subject:** Labor Compliance Services Task Order Amendment

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**Executive Summary:**

IEUA has several Grant and SRF funded projects that must comply with Davis Bacon and State of California Department of Industrial Relation prevailing wage requirements. In accordance with these State and Federal provisions, IEUA must implement and administer a Labor Compliance Program that ensures contractors are paying prevailing wages for public works projects. Golden State Labor Compliance, LLC (Golden State) currently assists IEUA, via a task order under a master services contract, in administering and monitoring this program on the Water Quality Laboratory, Project No. EN15008.

Golden State's original scope to support the labor compliance on the Water Quality Laboratory Project was for 13 subcontractors; however, the actual amount of subcontractors on the project exceeds 40. Staff negotiated with Golden State a cost based on an average of 26 subcontractors.

Staff is recommending a task order amendment be issued to Golden State increasing their task order for the Water Quality Laboratory Project for a not-to-exceed amount of \$45,120 from \$55,640 to \$100,760.

---

**Staff's Recommendation:**

1. Award a master service contract amendment to Golden State Labor Compliance for a not-to-exceed total amount of \$45,120 and for a one-year term extension; and
2. Authorize the General Manager to execute the task order amendment subject to non-substantive changes.

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**Budget Impact** *Budgeted (Y/N):* Y *Amendment (Y/N):* N *Amount for Requested Approval:*

*Account/Project Name:*

EN15008/Water Quality Laboratory

*Fiscal Impact (explain if not budgeted):*

None.

**Prior Board Action:**

On August 20, 2014, the Board of Directors approved a contract amendment to Golden State Labor Compliance for labor compliance services in the amount of \$300,000.

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**Environmental Determination:**

Not Applicable

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**Business Goal:**

The labor compliance task order amendment is consistent with IEUA's Business Goal of Business Practices that strives to apply best industry practices in all processes to maintain or improve the quality and value of the services we provide to our member agencies and the public.

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**Attachments:**

Attachment 1 - Task Order Amendment

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## INLAND EMPIRE UTILITIES AGENCY TASK ORDER AMENDMENT

Date: January 04, 2018

Amendment 1 to Task Order Number: 26

Consultant: Golden State Labor Compliance, LLC

Contract Number: 4600001503

Project/Task Description: Water Quality Laboratory Labor Compliance

### I. RECITALS:

This Task Order Amendment is issued to furnish additional labor compliance services needed conjunction with Agency's Project Number EN15008.00.

Agency and the Consultant previously entered into Master Services Contract Nº. 4600001503. Except as otherwise specified herein, the terms and conditions of that Contract are incorporated into this Task Order via this reference.

### II. TASK ORDER AMENDMENT AGREEMENTS

1. **Scope Of Work Is Changed To Read:** Consultant shall furnish the additional qualified personnel, equipment, materials, and supplies necessary to perform the work as described in Consultant's Change Order Request and referenced as **Exhibit C**, referenced herein, attached hereto and made a part hereof.
  - 1.1 **Grant-Funded Projects Is Changed To Read:** This is a grant-funded / State Revolving Funds funded project. The Consultant shall be responsible to comply with all grant requirements related to the project as outlined in **Exhibit B**, referenced herein and as remains in full force and effect.
2. **Period Of Performance Is Changed To Read:** The term of this Contract shall extend from the date of the Notice to Proceed through Project's Close Out Acceptance by the Agency's Board of Directors.
3. **Compensation Is Changed To Read:** Authorized total for labor costs shall be billed at the rates established in Consultant's Master Proposal, incorporated herein by reference, with a Not-To-Exceed maximum total of **\$100,760.00**. This represents an increase of \$45,120.00 as described in Consultant's Change Order Request **Exhibit C**, and as approved by SAP Purchase Requisition 10043292.

**III. PROJECT MANAGER ASSIGNMENT IS CHANGED TO READ:** All technical direction related to this Task Order shall come from the designated Project Manager. Details of the Agency's assignment are as follows:

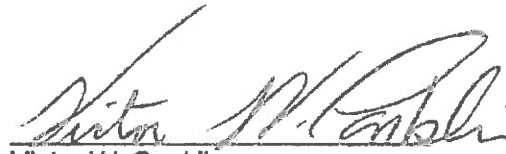
Project Manager: Gary Dix, Construction Project Manager  
Address: 6075 Kimball Avenue, Bldg. B  
Chino, CA 91708  
Telephone: (909) 993-1670  
Facsimile: (909) 993-1982  
Email: [gdix@ieua.org](mailto:gdix@ieua.org)

**Task Order Amendment Modifications:** No communication, either written or oral, by other than written and bi-laterally executed change order shall be effective to modify or otherwise affect the provisions of this Amendment. Remainder of this Task Order is unchanged.

**INLAND EMPIRE UTILITIES AGENCY: GOLDEN STATE LABOR COMPLIANCE, LLC:**  
**(A Municipal Water District)**

V. SIGNATURES

\_\_\_\_\_  
Warren T. Green  
Manager of Contracts  
and Procurement

  
\_\_\_\_\_  
Victor W. Conklin  
Vice President

Date: \_\_\_\_\_

Date: 1/30/2018

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# **Exhibit B**

## ARTICLE V MISCELLANEOUS PROVISIONS

### 5.1 Covenants.

- (a) **Tax Covenant.** Notwithstanding any other provision hereof, the Recipient covenants and agrees that it will comply with the Tax Covenants set forth in Article IV attached hereto if any portion of the Project Funds is derived from proceeds of Bonds.
- (b) **Disclosure of Financial Information, Operating Data, and Other Information.** The Recipient covenants to furnish such financial, operating and other data pertaining to the Recipient as may be requested by the State Water Board to: (i) enable the State Water Board to cause the issuance of Bonds and provide for security therefor; or (ii) enable any underwriter of Bonds issued for the benefit of the State Water Board to comply with Rule 15c2-12(b)(5). The Recipient further covenants to provide the State Water Board with copies of all continuing disclosure reports and materials concerning the Recipient required by the terms of any financing other than this Agreement and to submit such reports to the State Water Board at the same time such reports are submitted to any dissemination agent, trustee, nationally recognized municipal securities information repository, the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website or other person or entity.

### 5.2 Assignability.

The Recipient agrees and consents to any pledge, sale, or assignment to the Bank or a trustee for the benefit of the owners of the Bonds, if any, at any time of any portion of the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement and the right to make all related waivers and agreements in the name and on behalf of the State Water Board, as agent and attorney-in-fact, and to perform all other related acts which are necessary and appropriate under this Agreement, if any, and the State Water Board's estate, right, title, and interest and claim in, to and under this Agreement to Installment Payments (but excluding the State Water Board's rights to Additional Payments and to notices, opinions and indemnification under each Obligation). This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

### 5.3 State Reviews and Indemnification.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which

they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section shall survive the discharge of the Recipient's Obligation hereunder.

#### 5.4 Termination; Immediate Repayment; Interest.

- (a) This Agreement may be terminated by written notice during construction of the Project, or thereafter at any time prior to complete repayment by the Recipient, at the option of the State Water Board, upon violation by the Recipient of any material provision of this Agreement after such violation has been called to the attention of the Recipient and after failure of the Recipient to bring itself into compliance with the provisions of this Agreement within a reasonable time as established by the Division.
- (b) In the event of such termination, the Recipient agrees, upon demand, to immediately repay to the State Water Board an amount equal to Installment Payments due hereunder, including accrued interest, and all penalty assessments due. In the event of termination, interest shall accrue on all amounts due at the highest legal rate of interest from the date that notice of termination is mailed to the Recipient to the date of full repayment by the Recipient.
- (c) Where the Recipient is a private entity that has been determined to have violated an applicable prohibition in the Prohibition Statement below or has an employee who is determined by USEPA to have violated an applicable prohibition in the Prohibition Statement below that is either associated with performance under this aware or imputed to the Recipient using the standards and due process for imputing the conduct of an individual to an organization pursuant to 2 CFR Part 180, the Recipient acknowledges and agrees that this Obligation may become immediately due and payable and that penalties up to \$175 million may be due by the Recipient to the State Water Board, in addition to any other criminal or civil penalties that may become due. The Recipient, its employees, its contractors, and any subrecipients or subcontractors may not engage in trafficking in persons, procure a commercial sex act, or use forced labor.

#### 5.5 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement shall be paid by the Recipient to the State, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State under this Agreement.

#### 5.6 Prevailing Wages.

The Recipient agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. The Recipient shall monitor all agreements subject to reimbursement from this Agreement to assure that the prevailing wage provisions of State Labor Code Section 1771 are being met.

#### 5.7 Timeliness.

Time is of the essence in this Agreement.

#### 5.8 Governing Law.

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

**5.9 Amendment.**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

**5.10 Bonding.**

Where contractors are used, the Recipient shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$20,000.00.

**5.11 Compliance with Law, Regulations, etc.**

- (a) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, the Recipient agrees that, to the extent applicable, the Recipient will:
- (1) Comply with the provisions of the adopted environmental mitigation plan for the term of this Agreement;
  - (2) Comply with the State Water Board's "Policy for Implementing the Clean Water State Revolving Fund," dated May 7, 2013;
  - (3) Comply with and require its contractors and subcontractors on the Project to comply with federal DBE requirements; and
  - (4) Comply with and require its contractors and subcontractors to comply with the list of federal laws attached as Exhibit E.

**5.12 Conflict of Interest.**

The Recipient certifies that it is in compliance with applicable state and/or federal conflict of interest laws.

**5.13 Damages for Breach Affecting Tax Exempt Status or Federal Compliance**

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the loss of tax exempt status for any bonds of the State or any subdivision or agency thereof, including Bonds issued on behalf of the State Water Board, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

In the event that any breach of any of the provisions of this Agreement by the Recipient shall result in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach shall result in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient shall immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

5.14 Disputes.

- (a) An applicant or recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. An applicant or recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.
- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.
- (c) Recipient shall continue with the responsibilities under this Agreement during any dispute.

5.15 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

5.16 Non-Discrimination Clause.

- (a) During the performance of this Agreement, Recipient and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- (b) The Recipient, its contractors, and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (c) The Recipient, its contractors, and subcontractors shall comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (d) The Recipient, its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (e) The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

5.17 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

#### 5.18 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate and maintain all portions of the Project during its useful life in accordance with all applicable state and federal laws, rules and regulations.

The Recipient will procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by the maintenance of a self-insurance plan so long as any such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund funded in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient shall begin such reconstruction, repair or replacement as expeditiously as possible, and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the System shall be free and clear of all claims and liens. If such net proceeds are insufficient to enable the Recipient to pay all remaining unpaid principal portions of the Installment Payments, the Recipient shall provide additional funds to restore or replace the damaged portions of the System.

#### 5.19 Permits, Subcontracting, and Remedies.

The Recipient shall comply in all material respects with all applicable federal, state and local laws, rules and regulations. Recipient shall procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses shall be submitted to the Division before construction begins.

#### 5.20 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

#### 5.21 Related Litigation.

Under no circumstances may a Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to complete the Project funded by this Agreement or to repay all of the disbursed funds plus interest.

#### 5.22 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free,



nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request. (40 CFR 31.34, 31.36)

5.23 State Water Board Action; Costs and Attorney Fees.

The Recipient agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

5.24 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

5.25 Useful Life.

The economic useful life of the Project, commencing at Project Completion, is at least equal to the term of this Agreement, as set forth in Exhibit B hereto.

5.26 Venue.

The State Water Board and the Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

5.27 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under the Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**INLAND EMPIRE UTILITIES AGENCY:**

By: \_\_\_\_\_  
Name: **Halla H. Razak**  
Title: **General Manager**

Date: \_\_\_\_\_

**STATE WATER RESOURCES CONTROL BOARD:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: **Deputy Director**  
**Division of Financial Assistance**

Date: \_\_\_\_\_

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

The Recipient agrees to comply with the following conditions required by USEPA:

1. No Recipient or subrecipient may receive funding under this Agreement unless it has provided its DUNS number to the State Water Board. (2011 Cap Grant)
2. Executive Compensation. Where the Recipient received 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts) and \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), the Recipient agrees to notify the State Water Board. The Recipient agrees to provide information regarding executive compensation to the State Water Board upon request, in order for the State Water Board to comply with USEPA requirements.
3. Trafficking in Persons. The Recipient, its employees, contractors and subcontractors and their employees may not engage in severe forms of trafficking in persons during the term of this Agreement, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds in the amount of \$101,065,000. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement and full repayment will be due immediately, if a subrecipient that is a private entity is determined to have violated the foregoing. Trafficking Victims Protection Act of 2000.
4. Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532. The Recipient shall not subcontract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension". The Recipient shall not subcontract with any individual or organization on USEPA's List of Violating Facilities. (40 CFR, Part 31.35, Gov. Code 4477)

The Recipient certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (b) Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

**EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS**

Suspension and debarment information can be accessed at <http://www.sam.gov>. The Recipient represents and warrants that it has or will include a term or conditions requiring compliance with this provision in all of its contracts and subcontracts under this Agreement. The Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment.

5. **Anti-Lobbying Provisions (40 CFR Part 34) & Anti-Litigation Provisions (2 CFR 220, 225, or 230).** The Recipient shall ensure that no funds under this Agreement are used to engage in lobbying of the federal government or in litigation against the United States unless authorized under existing law. The Recipient shall abide by 2 CFR 225 (OMB Circular A-87) (or, if not applicable, other parallel requirements), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities. The Recipient agrees to comply with 40 CFR Part 24, New Restrictions on Lobbying. The Recipient agrees to submit certification and disclosure forms in accordance with these provisions. In accordance with the Byrd Anti-Lobbying Amendment, any Recipient who makes a prohibited expenditure under 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure. The Recipient shall abide by its respective 2 CFR 200, 225, or 230, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.
6. **Disadvantaged Business Enterprises. 40 CFR Part 33.** The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises. The DBE rule can be accessed at [www.epa.gov/osbp](http://www.epa.gov/osbp). The Recipient shall comply with, and agrees to require its prime contractors to comply with 40 CFR Section 33.301, and retain all records documenting compliance with the six good faith efforts.
7. The Recipient agrees to comply with the Davis-Bacon provisions attached as Exhibit G.

The Recipient agrees to comply with the following federal laws, as applicable to recipients of CWSRF funding:

**Environmental Authorities**

1. Archeological and Historical Preservation Act of 1974, Pub. L. 86-523, as amended, Pub. L. 93-291 16 USC § 469a-1.
2. Clean Air Act, Pub. L. 84-159, as amended.
3. Coastal Barrier Resources Act, Pub. L. 97-348, 96 Stat. 1653; 16 USC § 3501 et seq.
4. Coastal Zone Management Act, Pub. L. 92-583, as amended; 16 USC § 1451 et seq.
5. Endangered Species Act, Pub. L. 93-205, as amended; 16 USC § 1531 et seq..
6. Environmental Justice, Executive Order 12898.
7. Floodplain Management, Executive Order, 11988 as amended by Executive Order 12148.
8. Protection of Wetlands, Executive Order 11990, as amended by Executive Order No. 12608.

EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS

9. Farmland Protection Policy Act, Pub. L. 97-98; 7 USC § 4201 et seq.
10. Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended.
11. National Historic Preservation Act of 1966, Pub. L. 89-665, as amended, 80 Stat. 917 (1966) 16 USC § 470 et seq.
12. Safe Drinking Water Act, Pub. L. 93-523, as amended; 42 USC § 300f et seq.
13. Wild and Scenic Rivers Act, Pub. L. 90-542, as amended, 82 Stat. 913; 16 USC § 1271 et seq.
14. Essential Fish Habitat Consultation. Pub. L. 94-265, as amended, 16 USC § 1801 et seq.
15. Recycled Materials. Executive Order 13101; Section 6002 Resource Conservation and Recovery Act – 42 USC § 6962.

**Economic and Miscellaneous Authorities**

1. Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372/ 42 USC § 3331 et seq.
2. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368; 40 CFR Part 31.
3. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655
4. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects, EO 13202, as amended by EO 13208.
6. Hotel and Motel Fire Safety Act of 1990 (PL 101-391, as amended). All conference, meeting, convention, or training funded in whole or in part with federal funds shall comply with the protection and control guidelines of this act. Recipients may search <http://www.usfa.dhs.gov/applications/hotel/>.
7. Records and financial reporting requirements. 40 CFR Part 31.
8. Copyright requirements. 40 CFR Part 31.

**Social Policy Authorities**

1. Age Discrimination Act of 1975, Pub. L. 94-135; 42 USC § 6102.
2. Race Discrimination. Title VI of the Civil Rights Act of 1964, Pub. L. 88-352.1; 42 USC § 2000d; 40 CFR Part 7.

**EXHIBIT E — FEDERAL CONDITIONS & CROSS-CUTTERS**

3. **Sex Discrimination.** Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act); 33 USC § 1251; 40 CFR Part 7.
4. **Disability Discrimination.** Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250); 29 USC § 794; 40 CFR Part 7.
5. **Equal Employment Opportunity, Executive Order 11246.**
6. **Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.**

EXHIBIT G – DAVIS BACON REQUIREMENTS

1. Contract and Subcontract provisions for Recipients

(a) The Recipient shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The Recipient, on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and

EXHIBIT G – DAVIS BACON REQUIREMENTS

- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Recipient agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the Recipient to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and Recipient do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
- (2) Withholding. The Recipient, shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime



### EXHIBIT G – DAVIS BACON REQUIREMENTS

contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

- (3) Payrolls and basic records.
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the Recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide

**EXHIBIT G – DAVIS BACON REQUIREMENTS**

them upon request to the Recipient for transmission to the State Water Board or EPA if requested by EPA, the State Water Board, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Recipient.

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
  - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (4) Apprentices and trainees.

EXHIBIT G – DAVIS BACON REQUIREMENTS

- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program

### EXHIBIT G – DAVIS BACON REQUIREMENTS

associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Recipient, State, EPA, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
  - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

**EXHIBIT G – DAVIS BACON REQUIREMENTS**

- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**2. Contract Provision for Contracts in Excess of \$100,000.**

- (a) **Contract Work Hours and Safety Standards Act.** The Recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Section 1, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
  - (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.
  - (3) **Withholding for unpaid wages and liquidated damages.** The Recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
  - (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

### EXHIBIT G – DAVIS BACON REQUIREMENTS

- (b) In addition to the clauses contained in Section 1, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the United States Environmental Protection Agency, the Department of Labor, or the State Water Resources Control Board, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

### 3. Compliance Verification

- (a) The Recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The Recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the Recipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. The Recipient must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. The Recipient shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.
- (c) The Recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the Recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date of the contract or subcontract. The Recipient must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the Recipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The Recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

EXHIBIT G – DAVIS BACON REQUIREMENTS

- (e) The Recipient must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

2.20 Signage.

The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period. The sign shall include the following color logos (available from the Division) and the following disclosure statement:



“Funding for this project has been provided in full or in part by the Clean Water State Revolving Fund through an agreement with the State Water Resources Control Board. California’s Clean Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.”

The Project sign may include another agency’s required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

The Recipient shall include the following disclosure statement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

“Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the State Water Resources Control Board, nor does mention of trade names or commercial products constitute endorsement or recommendation for use. (Gov. Code § 7550, 40 CFR § 31.20.)”



The Recipient shall be required to maintain separate books, records and other material relative to the Project. The Recipient shall also be required to retain such books, records, and other material for itself and for each contractor or subcontractor who performed work on this project for a minimum of thirty-six (36) years after Project Completion. The Recipient shall require that such books, records, and other material be subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned, and shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar right regarding audit, interviews, and records retention in any subcontract related to the performance of this Agreement. The provisions of this section shall survive the discharge of the Recipient's Obligation hereunder and shall survive the term of this Agreement.

Program Special Condition:

Buy American. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board, the Recipient shall not use Project Funds to purchase "iron and steel products" produced outside of the United States. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board, the Recipient hereby certifies that all "iron and steel products" used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

Environmental Special Conditions:

In accordance with the June 16, 1999 adopted *Mitigation Monitoring and Reporting Plan/Program*, the Recipient shall comply with the mitigation measures:

- 4.4-1, 4.4-3, 4.4-5, 4.4-8, and 4.4-11 through 4.4-14 for Geologic Resources / Constraints,
- 4.5-1 for Water Resources / Water Quality,
- 4.6-1 through 4.6-10 for Air Quality,
- 4.7-2 through 4.7-5 for Traffic / Circulation,
- 4.9-1 through 4.9-3 and 4.9-6 for Noise,
- I-1 and I-6 for Aesthetics, and
- VII-1, VII-5, and VII-6 for Hazards and Hazardous Materials

The Recipient will make no changes in the Project, construction area, or special conditions, without obtaining prior approval from the State Water Board. The Recipient understands that it is prohibited from such changes without those approvals.  
such changes without those approvals.

# **Exhibit C**

FEE CALCULATION						
FOR						
LABOR COMPLIANCE SERVICES						
New Water Quality Laboratory						
(Project Name)						
EN15008						
Pursuant to the Task Order Fee Schedule established under Contract No. 4600001503, applicable fees for the above named Project are calculated as:						
<b>I. PROJECT DATA</b>						
<b>A. Contractors/Subcontractors Subject to Labor Compliance</b>						
1.	Prime Plus 13 Subs.					
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
<b>TOTAL CONTRACTORS/SUBS</b>			14			
<b>B. Total Construction Value</b>						
Construction Contract(s)		not material				
Survey		not material				
Inspections		not material				
Material Testing		not material				
<b>Total Construction Value</b>		<b>\$17,460,000</b>				
<b>C. Construction Duration</b>						
		26	months			
<b>D. Construction Value per Month (Prime Contract)</b>						
		671,538				
<b>II. FEE CALCULATION</b>						
Project Initiation Fee						
						\$3,000
File Set-up / Orientation		\$250	x	14	Contractors	Months
						=
						\$3,500
Program Administration		\$135	x	14	x	26
						=
						\$49,140
High Value per Contractor Adjustment		\$15	x	Not applicable		=
<b>TOTAL CALCULATED FEE</b>						<b>\$55,640</b>

FEE CALCULATION							
FOR							
LABOR COMPLIANCE SERVICES							
<b>New Water Quality Laboratory</b>							
(Project Name)							
EN15008 C/O Request							
Pursuant to the Task Order Fee Schedule established under Contract No. 4600001503 applicable fees for the above named Project are calculated as:							
<b>I. PROJECT DATA</b>							
<b>Contractors/Subcontractors Subject to Labor Compliance</b>							
<b>A.</b>							
1.	Prime Plus 24 Subs.						
2.	2 District hires						
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							
11.							
<b>TOTAL CONTRACTORS/SUBS</b>		<b>26</b>					
<b>B.</b>	<b>Total Construction Value</b>						
	Construction Contract(s)	not material					
	Survey	not material					
	Inspections	not material					
	Material Testing	not material					
	<b>Total Construction Value</b>	<b>\$17,460,000</b>					
<b>C.</b>	<b>Construction Duration</b>	<b>26</b>	<b>months</b>				
<b>D.</b>	<b>Construction Value per Month (Prime Contract)</b>	<b>671,538</b>					
<b>II. FEE CALCULATION</b>							
	Project Initiation Fee					<b>\$3,000</b>	
	File Set-up / Orientation	\$250	x	26		= \$6,500	
	Program Administration	\$135	x	26	x	26 = \$91,260	
	High Value per Contractor Adjustment	\$15	x	Not applicable		=	
<b>TOTAL CALCULATED FEE</b>						<b>\$100,760</b>	

**ACTION  
ITEM  
1J**

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**Date:** February 21, 2018

**To:** The Honorable Board of Directors

**From:** Halla Razak, General Manager

HR

**Committee:** Engineering, Operations & Water Resources

02/14/18

**Executive Contact:** Randy Lee, Executive Manager of Operations/AGM

**Subject:** Maintenance Process and SAP Enhancement Project Proposal Rejection

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**Executive Summary:**

In June of 2017, the Agency's Operation & Maintenance (O&M) Department began working on a project to enhance the SAP system. The goal of the project was to implement recommendations that resulted from an external system assessment and business process overview conducted by Vesta Partners in March 2010 and from recommendations from an assessment conducted in February 2017 by Agency staff. On August 15, 2017, a Request for Proposal was advertised in Planet Bids. Seven contractors responded to the project solicitation and were evaluated to determine which proposal offered the best value to the Agency. The proposals received were higher than the project's estimate.

After further review and discussion with the executive team members, a decision was made to delay the efforts to implement changes to SAP and concentrate on existing system modifications and training. Staff recommends rejecting all proposals.

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**Staff's Recommendation:**

Reject the September 14, 2017 bids for the Maintenance Process and SAP Enhancement Project.

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**Budget Impact** *Budgeted (Y/N): Y* *Amendment (Y/N): N* *Amount for Requested Approval:*

*Account/Project Name:*

*Fiscal Impact (explain if not budgeted):*

**Prior Board Action:**

None

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**Environmental Determination:**

Not Applicable

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**Business Goal:**

The rejection of the bids for the Maintenance Process and SAP Enhancement Project is consistent with the Agency's Business Goal of Business Practices by applying ethical, fiscally responsible, and environmentally sustainable principles to all aspects of business and organizational conduct.

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**Attachments:**

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**INFORMATION**

**ITEM**

**2A**

# Mid-Year Building Activity Report & Water Connections Summary

(July – December 2017)



# Mid-Year Building Activity Summary

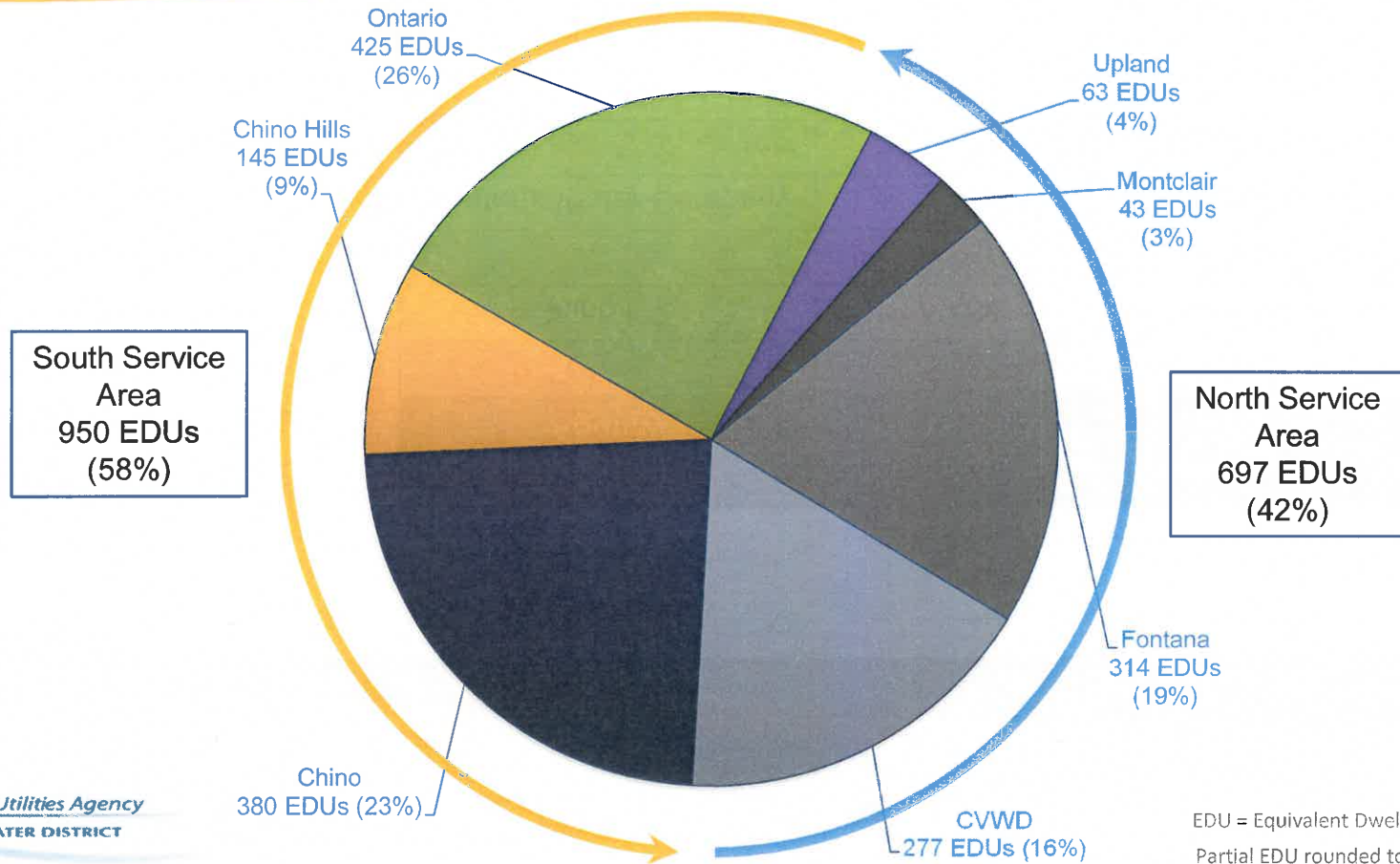
Equivalent Dwelling Unit (EDU)

- Contracting Agency Forecast: 5,442 EDUs
- IEUA Budgeted Forecast: 4,000 EDUs
- Building Activity (to date):
  - 30% of Contracting Agency Forecast
  - 41% of IEUA Budgeted Forecast

Contracting Agency	Residential (EDUs)	Commercial/Industrial (EDUs)	Total (EDUs)
Chino	366	14	380
Chino Hills	127	18	145
CVWD	216	61	277
Fontana	281	33	314
Montclair	39	4	43
Ontario	374	51	425
Upland	35	28	63
<b>Mid-Year Totals</b>	<b>1,438</b>	<b>209</b>	<b>1,647</b>

# Mid-Year 17/18 Building Activity

1,647 EDUs Resulted in \$10.4M Funding



EDU = Equivalent Dwelling Unit  
Partial EDU rounded to the nearest whole number

# Mid-Year Water Connection Summary

Meter Equivalent Unit (MEU)

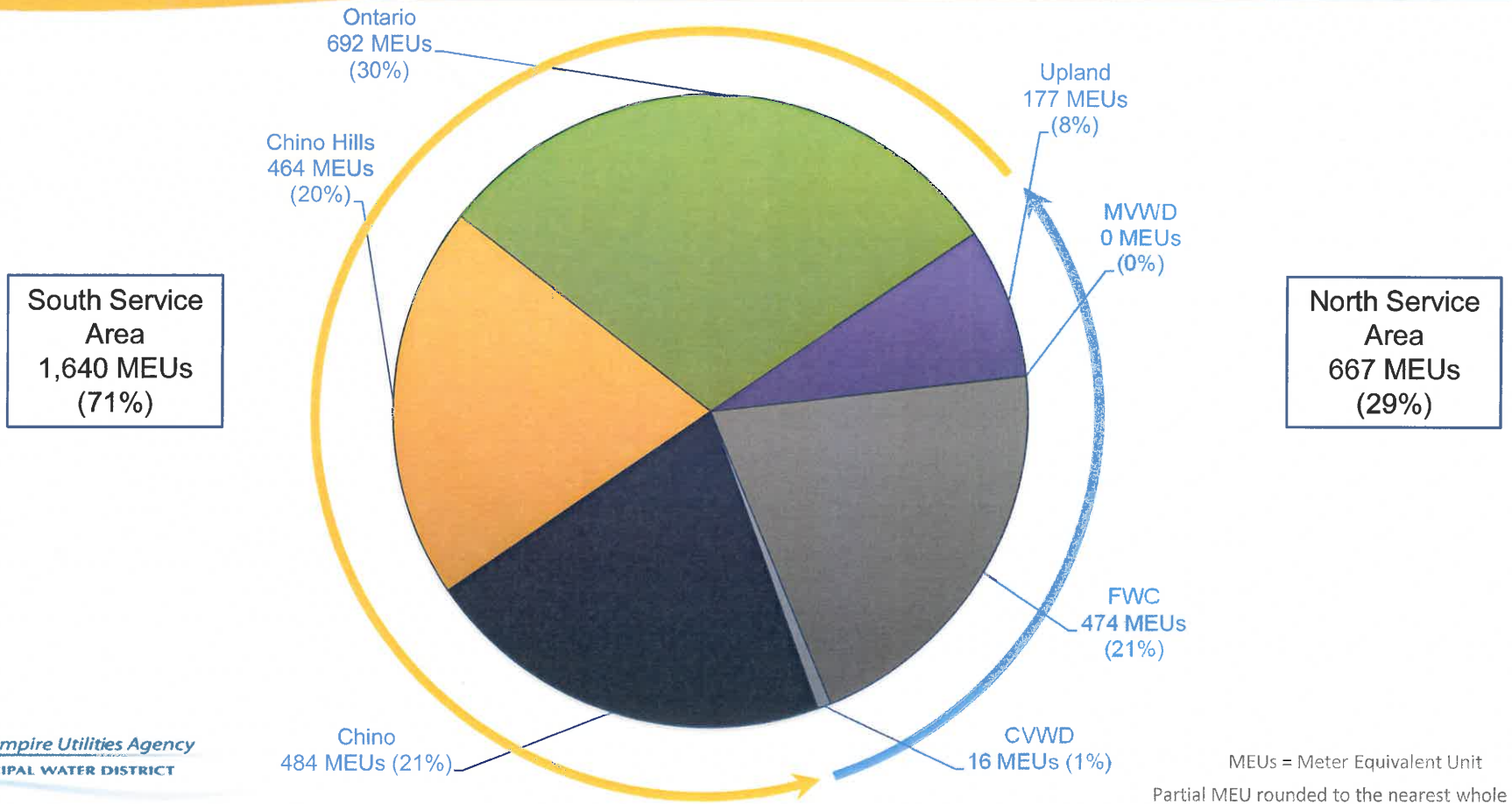
- IEUA Forecast: 4,693 MEUs
- Water Connections (to date):
  - 49% of IEUA Forecast

Member Agency	Meter Equivalent Units (MEUs)	Connections (Meters)	Balance (\$)
Chino	484	212	\$715,612
Chino Hills	464	98	\$707,131
CVWD	16	9	\$47,339
Fontana Water Company	474	180	\$735,337
Monte Vista Water District	0	0	\$0
Ontario	692	314	\$1,048,143
Upland	177	66	\$263,365
<b>Mid-Year Totals</b>	<b>2,307</b>	<b>879</b>	<b>\$3,516,927</b>



# Mid-Year 17/18 Water Connection Summary

2,307 MEUs Resulted in \$3.5M Funding

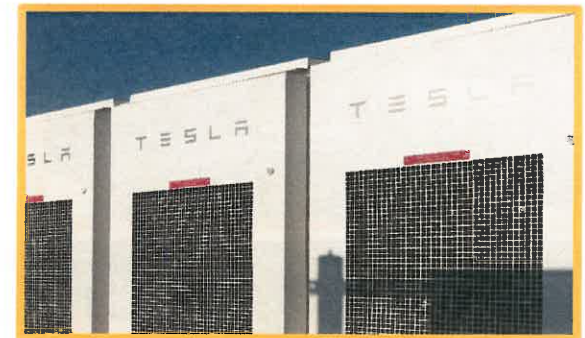


**INFORMATION**

**ITEM**

**2B**

# Engineering and Construction Management Project Updates





# EN18023 – NRWS Philadelphia Pump Station Pump 3 Improvements

- **Project Goal:** Improve pump operation and control
- **Current Phase:** Consultant contract award
- **Design Engineer:** TBD
- **Contract Amount:** TBD
- **Amendments:** \$0/0.0%
- **Total Project Budget:** \$250 K
- **Project Completion:** September 2019
- **Percentage Complete:** 0%
- **Current Activities:**
  - Request for Proposals have been advertised for design consultant
  - Review and select design consultant



Existing Pump No. 3



Existing HVAC Ducting to be Modified

# EN17049 – Baseline RWPL Extension

- **Project Goal:** Expand the RW System further into Fontana
- **Current Phase:** Preliminary design
- **Design Engineer:** Carollo Engineers
- **Contract Amount:** \$395 K
- **Amendments:** \$0/0.0%
- **Total Project Budget:** \$4.9 M
- **Project Completion:** September 2019
- **Percentage Complete:** 7%
- **Current Activities:**
  - Begin utility research and surveying



Proposed Alignment



South Heritage Circle

# EN17082 – RP-1 Mechanical Restoration and Upgrades

- **Project Goal:** Upgrade secondary treatment pumping
- **Current Phase:** Preliminary design
- **Design Engineer:** Stantec
- **Contract Amount:** \$459 K
- **Amendments:** \$0/0.0%
- **Total Project Budget:** \$1.5 M
- **Project Completion:** December 2019
- **Percentage Complete:** 10%
- **Current Activities:**
  - 50% design submittal



RAS Pump Station for Secondary Treatment System



Sludge Transfer Pump at Digester Area



# EN14018.00 - RP-4 Disinfection Facility Improvements

- **Project Goal:** Improve the efficiency of the chemical injection facility and access to the clarifiers
- **Current Phase:** Construction
- **Contractor:** W.A. Rasic
- **Contract Amount:** \$1.83 M
- **Change Orders:** \$59,343/3.2%
  - Agency Requested: \$55,792/3.03%
  - Changed Conditions: \$3,550/0.2%
- **Total Project Budget:** \$2.7 M
- **Project Completion:** February 2018
- **Percentage Complete:** 95%
- **Current Activities:**
  - Start-up and training



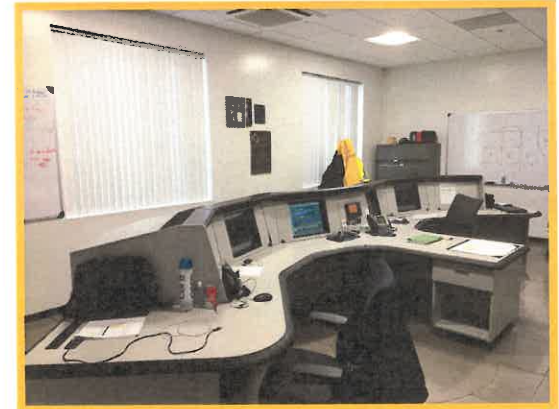
New Chemical Pumps



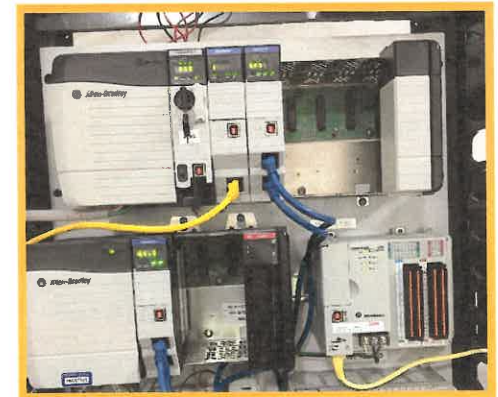
New Chemical Storage Tanks

# EN13016.04 – SCADA Enterprise System (RP-5)

- **Project Goal:** Continue IEUA SCADA migration at RP-5
- **Current Phase:** Construction
- **Contractor:** CDM Smith
- **Contract Amount:** \$1.1 M
- **Change Orders:** \$0/0.0%
  - Agency Requested: \$0/0.0%
  - Changed Conditions: \$0/0.0%
- **Total Project Budget:** \$3.0 M
- **Project Completion:** Jan 2019
- **Percentage Complete:** 30%
- **Current Activities:**
  - Design control panels and procure hardware and software



RP-5 Control Room to be Upgraded



Control Panel Equipment

# EN17034 – Agencywide Lighting Improvements - Phase 2

- **Project Goal:** Improve overall efficiency of IEUA facilities
- **Current Phase:** Construction
- **Contractor:** Facilities Solutions Group
- **Contract Amount:** \$1.1 M
- **Change Orders:** \$48,341/4.3%
  - Agency Requested: \$44,137/3.9%
  - Changed Conditions: \$4,204/0.4%
- **Total Project Budget:** \$1.4 M
- **Project Completion:** January 2018
- **Percentage Complete:** 100%
- **Current Activities:**
  - Review final operation and maintenance manuals
  - Issue letter of substantial completion
  - SCE incentives received: \$104,676
  - SCE post installation on-bill finance amount: \$1,168,182



Installing New Lights in Boardroom at HQ-A



New Lights at RP-5 Headworks