

**AGENDA**  
**SAN ELIJO JOINT POWERS AUTHORITY**  
**MONDAY MARCH 8, 2010 AT 9:00 AM**  
**SAN ELIJO WATER RECLAMATION FACILITY – CONFERENCE ROOM**  
**2695 MANCHESTER AVENUE**  
**CARDIFF BY THE SEA, CALIFORNIA**

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1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ORAL COMMUNICATIONS (NON-ACTION ITEM)
5. PRESENTATION OF AWARDS

SDG&E GRANT IN THE AMOUNT OF \$46,990.78 FOR ENERGY SAVINGS  
IMPROVEMENTS ASSOCIATED WITH THE OPTIMIZATION OF THE  
ACTIVATED SLUDGE TREATMENT PROCESS

6. \* **CONSENT CALENDAR**
7. \* APPROVAL OF MINUTES FOR THE FEBRUARY 8, 2010 MEETING
8. \* APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS
9. \* SAN ELIJO WATER RECLAMATION FACILITY TREATED EFFLUENT FLOWS – MONTHLY REPORT
10. \* SAN ELIJO JOINT POWERS AUTHORITY RECYCLED WATER PROGRAM – MONTHLY REPORT
11. \* ITEMS REMOVED FROM CONSENT CALENDAR

*Items on the Consent Calendar are routine matters and there will be no discussion unless an item is removed from the Consent Calendar. Items removed by a "Request to Speak" form from the public will be handled immediately following adoption of the Consent Calendar. Items removed by a Board Member will be handled as directed by the Board.*

**REGULAR AGENDA**

12. AWARD OF PROFESSIONAL ENGINEERING SERVICES FOR THE 2010 ELECTRICAL UPGRADES PROJECT FOR THE SAN ELIJO WATER RECLAMATION FACILITY

It is recommended that the Board of Directors:

1. Authorize the Chair to execute an agreement with Camp Dresser & McKee Inc. (CDM) for Professional Engineering Services for the 2010 Electrical Upgrades Project for the San Elijo Water Reclamation Facility (SEWRF) for an amount not to exceed \$167,266; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager Michael Thornton

13. GENERAL MANAGER'S REPORT

Informational report by the General Manager on items not requiring Board action.

14. GENERAL COUNSEL'S REPORT

Informational report by the General Counsel on items not requiring Board action.

15. BOARD MEMBER COMMENTS

This item is placed on the agenda to allow individual Board Members to briefly convey information to the Board or public, or to request staff to place a matter on a future agenda and/or report back on any matter. There is no discussion or action taken on comments by Board Members.

16. CLOSED SESSION

Adjourn to closed session per Government Code Section 54957.6:  
Conference with Labor Negotiators, General Manager Michael T. Thornton and Director of Finance/Administration Gregory Lewis.

A closed session may be held at any time during this meeting of the San Elijo Joint Powers Authority for the purposes of discussing potential or pending litigation or other appropriate matters pursuant to the "Ralph M. Brown Act".

17. ADJOURNMENT

The next regular scheduled San Elijo Joint Powers Authority Board Meeting will be April 12, 2010 at 9:00 a.m.

NOTICE:

The San Elijo Joint Powers Authority's open and public meetings meet the protections and prohibitions contained in Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C Section 12132), and the federal rules and regulations adopted in implementation thereof. Any person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting of the SEJPA Board of Directors may request such modification or accommodation from Michael T. Thornton, General Manager, (760) 753-6203 ext. 72.

The agenda package and materials related to an agenda item submitted after the packet's distribution to the Board is available for public review in the lobby of the SEJPA Administrative Office during normal business hours. Agendas and minutes are available at [www.sejpa.org](http://www.sejpa.org). The SEJPA Board meetings are held on the second Monday of the month, except August.

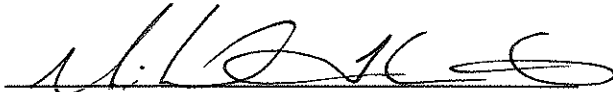
AFFIDAVIT OF POSTING

I, Michael T. Thornton, Secretary of the San Elijo Joint Powers Authority, hereby certify that I posted, or have caused to be posted, a copy of the foregoing agenda in the following locations:

San Elijo Water Reclamation Facility, 2695 Manchester Avenue, Cardiff, California  
City of Encinitas, 505 South Vulcan Avenue, Encinitas, California  
City of Solana Beach, 635 South Highway 101, Solana Beach, California

The notice was posted at least 72 hours prior to the meeting, in accordance with Government Code Section 54954.2(a).

Date: March 3, 2010

A handwritten signature in black ink, appearing to read 'M. Thornton', written over a horizontal line.

Michael T. Thornton, P.E.  
Secretary / General Manager

SAN ELIJO JOINT POWERS AUTHORITY  
MINUTES OF THE BOARD MEETING  
HELD ON FEBRUARY 8, 2010  
AT THE  
SAN ELIJO WATER RECLAMATION FACILITY

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Maggie Houlihan, Chair

Tom Campbell, Vice Chair

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A Meeting of the Board of Directors of the San Elijo Joint Powers Authority (SEJPA) was held Monday, February 8, 2010, at 9:00 a.m., at the San Elijo Water Reclamation Facility at 2695 Manchester Avenue, Cardiff by the Sea, California.

1. CALL TO ORDER

Vice Chair Campbell called the meeting to order at 9:00 a.m.

2. ROLL CALL

*Directors Present:*

Teresa Barth  
Thomas Campbell  
Maggie Houlihan (Arrived at 9:03)  
Dave Roberts

*Others Present:*

General Manager	Michael Thornton
Director of Finance/Administration	Greg Lewis
Director of Operations	Christopher Trees
Administrative Assistant	Monica Blake
Accounting Technician	Carrie Cook
Safety/HR Administrator	Marisa Buckles
Chief Plant Operator	John Clark

*SEJPA Counsel:*

Procopio, Cory, Hargreaves & Savitch	Greg Moser
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City of Encinitas, Director of Public Works	Larry Watt
City of Encinitas, Public Works Management Analyst	Bill Wilson
City of Solana Beach, City Manager	David Ott
City of Solana Beach, Director of Engineering/Public Works	Mohammad "Mo" Sammak

3. PLEDGE OF ALLEGIANCE

Board Member Roberts led the Pledge of Allegiance.

4. ORAL COMMUNICATIONS

None

5. PRESENTATION OF AWARDS

John Boyle, Wastewater Operator I, was presented with a certificate of recognition by General Manager Michael Thornton, for five years of service with San Elijo Joint Powers Authority.

The General Manager informed the Board of Directors that the San Elijo Water Reclamation Facility was awarded the California Water Environment Association (CWEA) 2009 Small Plant of the Year and 2009 Plant Safety awards for the San Diego Section. The agency will now be competing for the State award in these categories.

6. CONSENT CALENDAR

Moved by Board Member Roberts and seconded by Board Member Barth to approve the Consent Calendar with unanimous vote of approval.

Consent Calendar:

Agenda Item No. 7	Approval of Minutes for the January 11, 2010 meeting
Agenda Item No. 8	Approval for Payment of Warrants and Monthly Investment Report
Agenda Item No. 9	San Elijo Water Reclamation Facility Treated Effluent Flows – Monthly Report
Agenda Item No. 10	San Elijo Joint Powers Authority Recycled Water Program – Monthly Report
Agenda Item No. 11	San Elijo Joint Powers Authority Conflict of Interest Code Update of Appendix A with Resolution 2010-05
Agenda Item No. 12	Cardiff Sanitary Division Pump Stations Contingency Funding

13. ITEMS REMOVED FROM CONSENT CALENDAR

None

14. SAN ELIJO JOINT POWERS AUTHORITY MID-YEAR REVIEW OF THE FISCAL YEAR 2009-10 OPERATING BUDGET

Director of Finance/Administration Gregory Lewis reported on the budget projections by classification and by program. It was reported that all programs were projected to finish the fiscal year at or slightly below budget. Overall, projected operating expenditures for all programs are expected to be \$184,006 below budget. This is approximately 4% of the total budget for the fiscal year.

Informational report by the Director of Finance/Administration not requiring Board action.

15. PROPOSED CLASSIFICATION AND COMPENSATION INDEX

The General Manager reported on the completion of a classification and compensation analysis of all SEJPA positions, in accordance with Resolution 2008-06. The analysis uses salary data from comparable agencies within an approximate 45 mile radius. The General Manager stated that the general conclusion of the analyses is that the SEJPA is competitively positioned in the job market. In the proposed Classification and Compensation Index, the General Manager highlighted four recommended changes to specific positions within the index. The net result of the proposed changes will be a decrease in the SEJPA's total maximum compensation. The proposed changes were:

Recommended range increases:

Director of Finance/Administration (adjust top of salary range from \$10,378 to \$10,885)  
Electrical/Instrumentation (adjust top of salary range from \$7,549 to \$8,050)  
Senior Laboratory Analyst (adjust top of salary range from \$7,399 to \$7,500)

Recommended range decreases:

Create Water Reclamation Series and replace existing Water Reclamation Supervisor (upon retirement) with Water Reclamation Specialist (reduce top of salary range from \$8,653 to \$7,233)

These proposed salary and position changes will result in a net maximum salary decrease of \$311 per month. All other positions and ranges were recommended to remain the same.

Moved by Vice Chair Campbell and seconded by Board Member Barth to:

1. Approve the proposed SEJPA Classification and Compensation Index.

Motion carried with unanimous vote of approval.

16. GENERAL MANAGER'S REPORT

The General Manager, Michael Thornton reported on attending the California Association of Sanitation Agencies (CASA) mid-year conference in January along with Chair Houlihan and Board Members Barth and Roberts. The conference provided presentations on a variety of topics and legislative issues relevant to the SEJPA. The General Manager also attended a WaterReuse meeting with state legislators in Sacramento to discuss the importance of recycled water to the State's water supply portfolio and to encourage support for SEJPA efforts to secure state funding for new demineralization treatment at the SEWRF.

17. GENERAL COUNSEL'S REPORT

General Counsel Greg Moser reported on the decision in the litigation of the case on pension benefits in San Diego.

18. BOARD MEMBER COMMENTS

Board Member Barth and Roberts stated enjoying the CASA conference sessions.

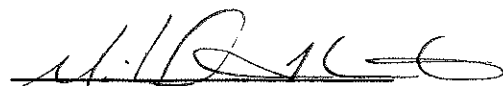
19. CLOSED SESSION

The Board adjourned to closed session under Item 15 to discuss employee compensation matters related to the June 2010 expiration of Resolution No. 2008-06 with the General Manager as its designated representative, as permitted per Government Code section 54957.6.

20. ADJOURNMENT

The Board of Directors adjourned at 10:36 a.m. with no reportable action from closed session. The next Board of Directors meeting will be held on March 8, 2010.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

PAYMENT OF WARRANTS

10-03

1-Mar-10

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
<b>10-03 WARRANTS</b>		
AG Tech, LLC	Biosolids hauling - November - December	\$5,753.51
Airgas West	Equipment Rental - lab	\$216.18
Airgas West	Equipment Rental - lab	\$204.45
Airgas West	Repair parts for barscreen - plant	\$85.86
Airgas West	Purchase cylinders - lab and plant	\$670.41
America Monorail of California	Saf-t-bar, PVC cover, end cover and clamp - Moonlight P.S.	\$242.61
Applied Industrial Technologies	Repair parts for heliclean - plant	\$121.27
Aquatic Bioassay	Lab testing - lab	\$960.00
Arrowhead	Kitchen and lab supplies	\$270.12
A T & T	Alarm service - February	\$380.80
Atlas Pumping Service	Grease and scum pumping - February	\$277.44
Atlas Pumping Service	Grease and scum pumping - January	\$554.88
Atlas Pumping Service	Trailer transported to Arizona	\$2,769.20
Automation Direct	Drive, keypad cable, flush mount - Olivenhain P.S.	\$3,054.25
Automation General Inc.	Front gate keypad replacement - plant	\$278.83
Blake, Monica	Expense report - mileage	\$34.00
Blue Skies Landscape	Landscape service - January	\$1,200.00
Boot World, Inc.	Safety boots - A. Hoch	\$78.29
Brenntag Pacific, Inc.	Sodium hydroxide - odor control - plant	\$1,735.05
Buckles, Marisa	Expense report - webinar - hazardous material	\$199.00
CWEA	Membership - K. James	\$132.00
CWEA San Diego Section	CWEA annual award banquet	\$900.00
Complete Office	Office supplies - February	\$110.81
Complete Office	Office supplies - January	\$66.28
Conocophillips Fleet	Vehicle fuel - January	\$1,387.67
Cor-o-van Records Mgmt., Inc.	Record storage - January	\$62.46
Covad	T-1 service - February	\$359.00
DMV	Safety records -plant	\$16.00
Detection Instruments Corp	Odalog sensor and calibration - all pump stations	\$414.99
Dudek & Associates	Recycled water improvement project	\$1,500.00
Edco Waste & Recycling Service	Trash and recycling service - January	\$184.01
El Camino Rental	Cut-off saw and concrete blades - plant	\$30.98
Electric Motor Specialists	Blower motor refurbishment - plant	\$2,497.71
Escondido Metal Supply	Parts for barscreen - plant	\$442.61
GoBioSupplies	Kitchen supplies	\$107.38
Golden State Overnight - GSO	Mailing compliance reports	\$54.79
Grainger	Shop supplies	\$597.50
Grainger	First aid supplies	\$130.13
Green Valley Landscape	Landscape service at Oak Crest Reservoir	\$578.00
Green Valley Landscape	Clearing brush off fence - plant	\$900.00
Hach Company	Sensor cap assy and probe - plant	\$335.80
Henke, Michael	Expense report - fee for testing for CWEA Lab Analyst	\$130.00
Home Depot	Electrical lighting and building materials - plant	\$220.93
Horizon Health EAP	EAP - February	\$367.84
Hydro-Scape Products, Inc.	Recycled water marking supplies - water rec.	\$272.60
Hydrologix Grease Reduction	Grease reduction - February - Coast Blvd. P. S.	\$350.00
Infrastructure Resources, LLC	CGA excavation safety conference	\$1,185.00
James, Kyle	Expense report - overtime meal - Moonlight P.S.	\$14.28
Jani-King	Janitorial service - February	\$882.64
Kennedy/Jenks Consultants	Analyze the electrical emergency systems - Cardiff	\$2,176.50
Kennedy/Jenks Consultants	State and federal funding	\$4,786.93
Konica	Monthly copier maintenance	\$113.49



PAYMENT OF WARRANTS

10-03

1-Mar-10

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
Lewis, Greg	Expense report - flash drives, keyboard, antenna	\$109.92
Lewis, Greg	Expense report - photo shop elements	\$79.99
MBC Applied Environmental	Lab testing - outfall	\$1,910.19
MetLifeSBC	Dental insurance	\$1,429.17
Mutual of Omaha	Life and disability insurance	\$1,485.36
O.M.W.D.	Manchester - 12/09/09 - 01/11/10	\$37.58
Olin Corp - Chlor Alkali	Sodium hypochlorite - bleach	\$3,985.38
One Source Distributors, Inc.	Processor unit for primary sludge gallery - plant	\$6,549.46
PERS - Health	Health - February 2010	\$15,435.76
PERS - Retirement	Retirement premium - 01/29/10	\$13,138.46
PERS - Retirement	Retirement premium - 02/12/10	\$13,126.93
Petty Cash	Replenish petty cash	\$171.04
Preferred Benefit	Vision insurance - February	\$405.05
Probuild	Repairs, shop and field supplies	\$328.20
Procopio	Legal services - general - December	\$1,630.50
RSF Security Systems	Battery and service call - water reclamation	\$148.00
RSF Security Systems	Battery - Coast Blvd. P.S.	\$36.50
Roberts, David	Expense report - CASA conference	\$98.71
Rosemount Inc.	Flow meter, cable coil drive for belt press - plant	\$3,792.02
SWRCB Fees	Annual permit - storm water - plant	\$1,008.00
San Diego Gas and Electric	Gas and electric - 12/07 - 01/07	\$40,459.17
San Diego Gas and Electric	Gas and electric - 12/08 - 01/08	\$1,513.75
San Diego Pooled Insurance	Bond renewal - 02/1/10 - 02/01/11	\$368.00
San Dieguito Water District	Manchester - 11/30 - 12/30/09	\$1,732.04
San Dieguito Water District	Manchester - 11/30 - 12/30/09	\$129.32
San Dieguito Water District	Manchester - 11/30 - 12/30/09	\$163.24
San Dieguito Water District	Manchester - 11/30 - 12/30/09	\$78.44
San Dieguito Water District	Manchester - 11/30 - 12/30/09	\$118.72
San Dieguito Water District	Manchester - 11/23 - 01/25/10	\$144.65
San Dieguito Water District	Manchester - 11/23 - 01/25/10	\$160.68
San Dieguito Water District	2710 Manchester - 11/23 - 01/25/10	\$200.52
San Dieguito Water District	S. Coast Highway 101 - 11/23 - 01/25/10	\$36.55
San Elijo Payroll Account	Payroll - 01/29/2010	\$102,193.13
San Elijo Payroll Account	Payroll - 02/12/2010	\$99,513.38
Safe Hearing America, Inc.	On site mobile hearing testing for all employees	\$746.25
Santa Fe Irrigation District	Water service - Seabright - 11/30 - 01/05	\$51.56
Santa Fe Irrigation District	Water service - Lomas Santa Fe Dr. - 11/17 - 01/20	\$690.06
Santa Fe Irrigation District	Water service - Valley - 12/31 - 01/29	\$36.93
Siemens Water Technologies	Hydrogen peroxide - Olivenhain P. S.	\$3,041.20
Sloan	Motor soft start - water pumps #1 and #3 - water rec.	\$8,439.41
Smart & Final	Kitchen supplies	\$88.78
Sprint	Cellular phone service	\$676.57
Sy Nielson Services, Inc.	Calibration of balances - lab	\$285.00
Terra Renewal/Fleet	Biosolids hauling - December	\$10,243.61
Test America	Lab testing - December	\$134.00
Test America	Lab testing - January	\$1,190.25
Thatcher Company of Calif.	Aluminum sulfate - water reclamation	\$3,148.99
Thornton, Michael	Expense report - CASA conference	\$492.29
UPS	Mailing lab samples - lab	\$15.46
Underground Service Alert	Dig alert - January	\$49.50
Unifirst Corporation	Uniform service - February	\$172.87
Unifirst Corporation	Uniform service - January	\$149.00
USA Bluebook	Dwyer replacement - freight - water reclamation	\$13.93
USA Bluebook	Phep 4 view pH and temperature, tubes - lab, plant	\$178.63

PAYMENT OF WARRANTS

10-03

1-Mar-10

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
VWR	Lab supplies - flask filter, broth, brilliant green, tubes	\$994.40
Valley Chain & Gear, Inc.	Parts for sludge conveyor - plant	\$64.35
WEF	Membership - A. Simonson	\$177.00
Wonderware West	Annual standard support for 02/16/10 - 02/16/11	\$4,578.15
Total 10-03 Warrants:		<u>\$387,770.48</u>


SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

1-Mar-10

PAYMENT OF WARRANTS		\$387,770.48
Reference Number	10-03	

I hereby certify that the demands listed and covered by warrants are correct and just to the best of my knowledge, and that the money is available in the proper funds to pay these demands. The cash flows of the SEJPA, including the Member Agency commitment in their operating budgets to support the operations of the SEJPA, are expected to be adequate to meet the SEJPA's obligations over the next six months. I also certify that the SEJPA's investment portfolio complies with the SEJPA's investment policy.

  
\_\_\_\_\_  
Gregory Lewis  
Director of Finance/Administration  
Treasurer

STATEMENT OF FUNDS AVAILABLE FOR PAYMENT OF WARRANTS  
AND INVESTMENT INFORMATION  
AS OF

1-Mar-10

<u>FUNDS ON DEPOSIT WITH</u>	<u>AMOUNT</u>
<b>LOCAL AGENCY INVESTMENT FUND</b> <i>(DECEMBER 2009 YIELD 0.61%)</i>	
SELF INSURANCE RESERVE	\$ 300,000.00
RESTRICTED SRF RESERVE	\$ 630,000.00
UNRESTRICTED DEPOSITS	\$ 6,039,274.07
<b>CALIFORNIA BANK AND TRUST</b> <i>(DECEMBER 2009 YIELD 0.10%)</i>	
REGULAR CHECKING	\$ 8,334.90
PAYROLL CHECKING	\$ 5,000.00
<b>TOTAL RESOURCES</b>	<b>\$ 6,982,608.97</b>

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SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

March 8, 2010

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECLAMATION FACILITY TREATED EFFLUENT FLOWS –  
MONTHLY REPORT

RECOMMENDATION

No action required. This memorandum is submitted for information only.

DISCUSSION

Monthly Treatment Plant Performance and Evaluation

Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all NPDES ocean effluent limitation requirements for the month of January 2010. The primary indicators of treatment performance include the removal of Carbonaceous Biochemical Oxygen Demand (CBOD) and Total Suspended Solids (TSS). Treatment levels for CBOD and TSS exceeded monthly percent removal requirements (as shown in Figure 1 and Figure 2).

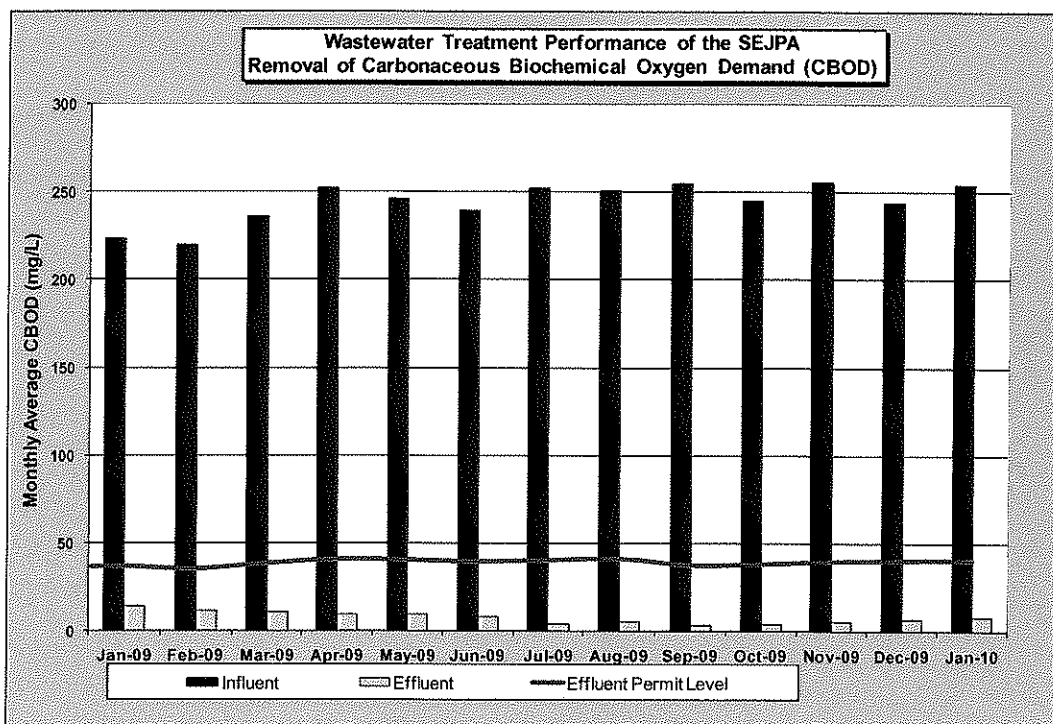


FIGURE 1

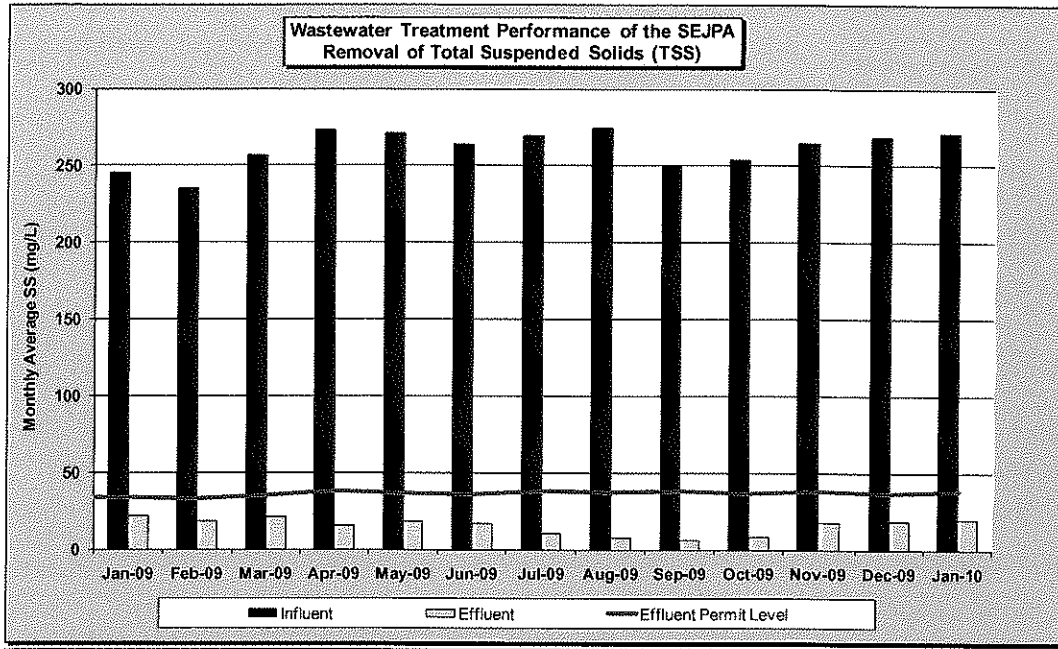


FIGURE 2

### Member Agency Flows

Presented below are the influent and effluent flows for the month of January. Average daily influent flows were recorded for each Member Agency. Total effluent flow was recorded for the San Elijo Water Reclamation Facility.

	January	
	<u>Influent (mgd)</u>	<u>Effluent (mgd)*</u>
Cardiff Sanitary Division	1.532	1.271
City of Solana Beach	1.372	1.138
Rancho Santa Fe SID	<u>0.155</u>	<u>0.128</u>
<b>Total San Elijo WRF Flow</b>	<b>3.059</b>	<b>2.537</b>

Notes: As of July 1995, Rancho Santa Fe Community Services District (CSD) combined SID #2 and SID #3 into one Sewer Improvement District (SID).

\* Effluent is calculated by subtracting the recycled water production from the influent wastewater.

Table 1 (attached) presents the historical average, maximum, and unit influent and effluent flow rates per month for each of the Member Agencies. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each of the Member Agencies during this same time period.

Figure 3 (attached) presents the historical average daily flows per month for each Member Agency. This is to provide a historical overview of the average treated flow by each agency. As shown in the figure, the average treated flow typically ranges between 2.9 and 3.1 million gallons per day (mgd). Also shown in Figure 3 is the total wastewater treatment capacity of the plant, 5.25 mgd, of which each Member Agency has the right to 2.5 mgd, and Rancho Santa Fe Community Service District has the right to 0.25 mgd.

City of Escondido Flows

The average and peak flow rate from the City of Escondido's Hale Avenue Resource Recovery Facility, which discharges through the San Elijo Ocean Outfall, is reported below. The following flows are reported by the City of Escondido for the month of January:


	<b>January (mgd)</b>
Escondido (Average flow rate)	11.1
Escondido (Peak flow rate)	18.5

Connected Equivalent Dwelling Units

The number of EDUs connected for each of the Member Agencies for the month of January is as follows:

	<b>January (EDU)</b>
Cardiff Sanitary Division	8,196
Rancho Santa Fe SID	472
City of Solana Beach	7,428
San Diego (to Solana Beach)	300
<b>Total EDUs to System</b>	<b>16,396</b>

Respectfully submitted,

  
Michael T. Thornton, P.E.  
General Manager

Attachments: Table 1: SEWRF Monthly Report – Flows and EDUs  
Figure 3: Average Daily Flow

**SAN ELIJO WATER RECLAMATION FACILITY MONTHLY REPORT - FLOWS AND EDUS**

MONTH	AVERAGE DAILY INFLUENT FLOW RATE (MGD)			AVERAGE DAILY EFFLUENT FLOW RATE (MGD)			TOTAL PLANT			CONNECTED EDUS			AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)			
	CSD	RSF	SB	CSD	RSF	SB	CSD	RSF	SB	CSD	RSF	SB	CSD	RSF	SB	TOTAL
Jan-06	1.515	0.139	1.310	2.964	1.410	0.129	1.219	2.758	8.044	423	7,659	16,126	188	329	171	184
Feb-06	1.499	0.139	1.313	2.951	1.268	0.118	1.111	2.497	8,044	423	7,659	16,126	186	329	171	183
Mar-06	1.542	0.144	1.309	2.995	1.475	0.137	1.252	2.864	8,044	424	7,659	16,127	192	340	171	186
Apr-06	1.523	0.139	1.288	2.950	1.400	0.128	1.184	2.712	8,044	424	7,728	16,196	189	328	167	182
May-06	1.480	0.134	1.299	2.913	0.979	0.089	0.859	1.927	8,066	429	7,728	16,223	183	312	168	180
Jun-06	1.471	0.130	1.350	2.951	0.762	0.068	0.699	1.529	8,080	430	7,728	16,238	182	302	175	182
Jul-06	1.490	0.135	1.436	3.061	0.719	0.065	0.693	1.477	8,087	431	7,728	16,246	184	313	186	188
Aug-06	1.456	0.144	1.392	2.992	0.748	0.074	0.715	1.537	8,088	432	7,728	16,248	180	333	180	184
Sep-06	1.403	0.138	1.327	2.868	0.744	0.072	0.704	1.520	8,092	432	7,728	16,252	173	319	172	176
Oct-06	1.414	0.132	1.286	2.832	0.943	0.078	0.857	1.888	8,092	432	7,728	16,252	175	306	166	174
Nov-06	1.408	0.135	1.284	2.827	1.100	0.105	1.003	2.208	8,094	434	7,728	16,256	174	311	166	174
Dec-06	1.429	0.138	1.275	2.842	1.296	0.126	1.156	2.578	8,099	436	7,728	16,263	176	317	165	175
Jan-07	1.419	0.128	1.282	2.829	1.205	0.109	1.089	2.403	8,100	441	7,728	16,269	175	290	166	174
Feb-07	1.425	0.129	1.277	2.831	1.284	0.116	1.150	2.550	8,106	443	7,728	16,277	176	291	165	174
Mar-07	1.421	0.118	1.285	2.824	1.014	0.085	0.917	2.016	8,112	444	7,728	16,284	175	266	166	173
Apr-07	1.386	0.122	1.267	2.775	0.868	0.076	0.794	1.738	8,115	447	7,728	16,290	171	273	164	170
May-07	1.411	0.106	1.281	2.798	0.763	0.058	0.693	1.514	8,116	448	7,728	16,292	174	237	166	172
Jun-07	1.438	0.104	1.304	2.846	0.697	0.051	0.632	1.380	8,117	449	7,728	16,294	177	232	169	175
Jul-07	1.461	0.109	1.364	2.934	0.657	0.049	0.613	1.319	8,119	450	7,728	16,297	180	242	177	180
Aug-07	1.442	0.110	1.365	2.917	0.571	0.044	0.541	1.156	8,120	450	7,728	16,298	178	244	177	179
Sep-07	1.410	0.107	1.270	2.787	0.596	0.046	0.537	1.179	8,124	452	7,728	16,303	174	237	164	171
Oct-07	1.335	0.096	1.222	2.653	0.777	0.056	0.712	1.545	8,124	452	7,728	16,303	164	213	158	163
Nov-07	1.430	0.113	1.235	2.778	1.122	0.088	0.969	2.179	8,138	453	7,728	16,318	176	250	160	170
Dec-07	1.443	0.143	1.225	2.811	1.380	0.137	1.171	2.688	8,144	453	7,728	16,324	177	316	159	172
Jan-08	1.491	0.144	1.268	2.903	1.488	0.144	1.266	2.898	8,146	454	7,728	16,327	183	318	164	178
Feb-08	1.620	0.162	1.355	3.137	1.499	0.150	1.254	2.903	8,150	456	7,728	16,334	199	356	175	192
Mar-08	1.569	0.149	1.365	3.083	1.261	0.119	1.097	2.477	8,151	456	7,728	16,335	192	326	177	189
Apr-08	1.493	0.125	1.318	2.936	1.154	0.097	1.019	2.270	8,151	456	7,728	16,335	183	274	171	180
May-08	1.487	0.136	1.339	2.962	0.755	0.069	0.680	1.504	8,153	456	7,728	16,337	202	299	173	181
Jun-08	1.649	0.131	1.270	3.050	0.647	0.052	0.498	1.197	8,161	456	7,728	16,345	182	288	164	187
Jul-08	1.713	0.131	1.324	3.168	0.722	0.055	0.558	1.335	8,163	456	7,728	16,347	210	288	171	194
Aug-08	1.562	0.125	1.483	3.170	0.608	0.048	0.577	1.233	8,165	457	7,728	16,350	191	274	192	194
Sep-08	1.547	0.121	1.378	3.046	0.813	0.064	0.724	1.601	8,167	459	7,728	16,354	189	264	178	186
Oct-08	1.478	0.111	1.319	2.908	0.671	0.051	0.599	1.321	8,170	460	7,728	16,358	181	242	171	178
Nov-08	1.511	0.118	1.329	2.958	1.080	0.084	0.950	2.114	8,171	462	7,728	16,361	185	256	172	181
Dec-08	1.580	0.156	1.362	3.098	1.446	0.143	1.246	2.835	8,172	462	7,728	16,362	193	338	176	189
Jan-09	1.522	0.141	1.354	3.017	1.256	0.116	1.117	2.489	8,177	462	7,728	16,367	186	306	175	184
Feb-09	1.599	0.145	1.330	3.074	1.408	0.128	1.171	2.707	8,179	462	7,728	16,369	196	314	172	188
Mar-09	1.510	0.124	1.307	2.941	1.030	0.085	0.892	2.007	8,180	463	7,728	16,371	185	268	169	180
Apr-09	1.463	0.116	1.262	2.841	0.731	0.058	0.630	1.419	8,183	463	7,728	16,374	179	251	163	174
May-09	1.465	0.117	1.247	2.829	0.712	0.057	0.606	1.375	8,185	464	7,728	16,377	179	252	161	173
Jun-09	1.479	0.115	1.319	2.913	0.742	0.056	0.635	1.403	8,185	465	7,728	16,378	181	248	171	178
Jul-09	1.437	0.109	1.376	2.922	0.599	0.045	0.573	1.217	8,186	467	7,728	16,381	176	234	178	178
Aug-09	1.431	0.113	1.419	2.963	0.603	0.047	0.598	1.248	8,186	467	7,728	16,381	175	242	184	181
Sep-09	1.404	0.108	1.346	2.858	0.690	0.053	0.661	1.404	8,187	468	7,728	16,383	171	231	174	174
Oct-09	1.375	0.108	1.332	2.815	0.744	0.058	0.721	1.523	8,187	468	7,728	16,383	168	231	172	172
Nov-09	1.366	0.111	1.323	2.800	0.843	0.069	0.816	1.728	8,189	469	7,728	16,386	167	237	171	171
Dec-09	1.401	0.127	1.322	2.850	1.149	0.104	1.084	2.337	8,193	469	7,728	16,390	171	271	171	174
Jan-10	1.532	0.155	1.372	3.059	1.271	0.128	1.138	2.537	8,196	472	7,728	16,396	187	329	178	187

**TABLE 1**

ASSUMPTIONS: SB average flow includes San Elijo Hills flow of .131 mgd  
 SB: Solana Beach  
 EDU: Equivalent Dwelling Unit

CSD: Cardiff Sanitary Division  
 RSF CSD: Rancho Santa Fe Community Service District  
 SB: Solana Beach  
 EDU: Equivalent Dwelling Unit



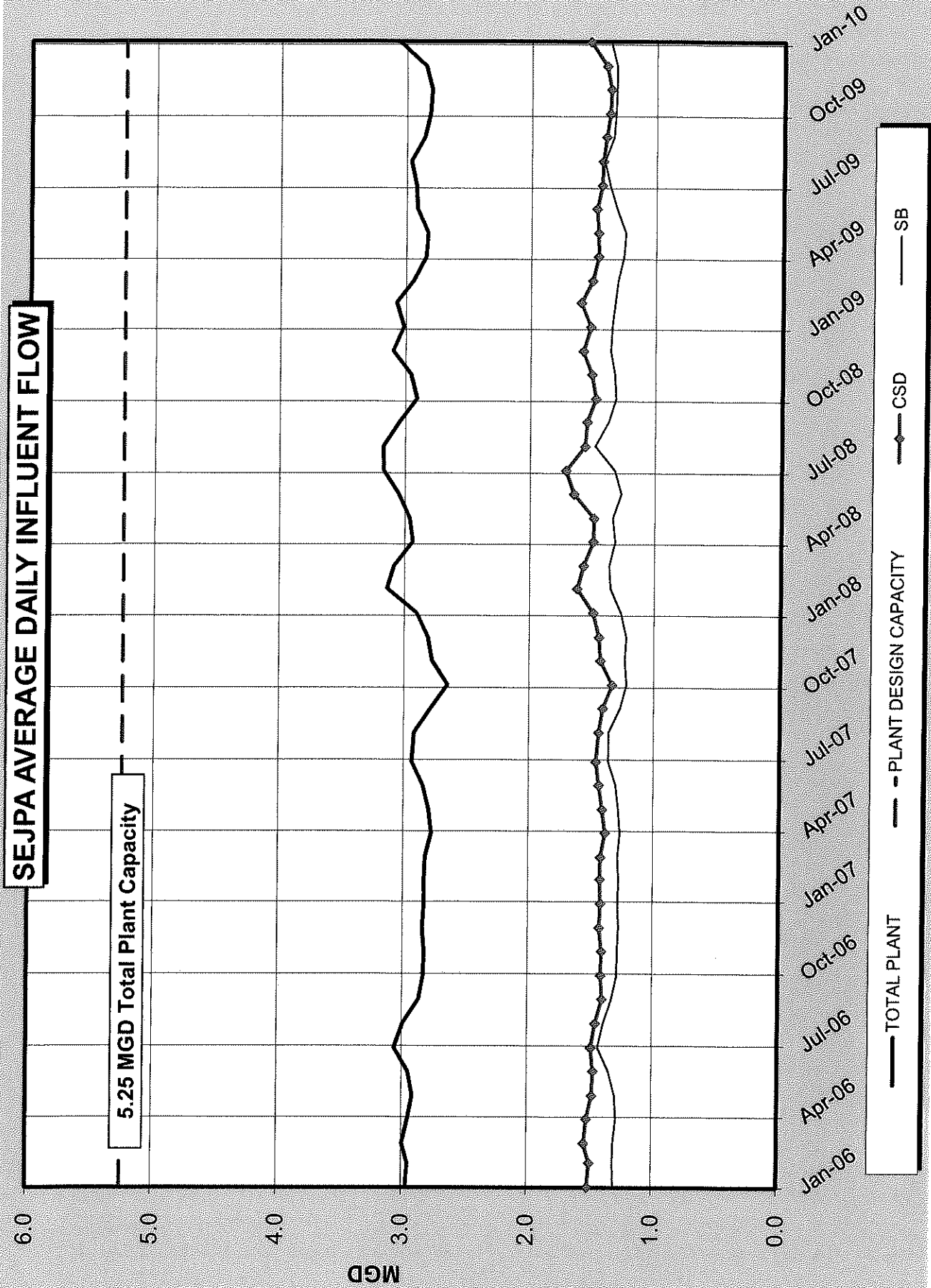


FIGURE 3

\*

AGENDA ITEM NO. 10

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

March 8, 2010

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECLAMATION PROGRAM – MONTHLY REPORT

RECOMMENDATION

No action required. This memorandum is submitted for information only.

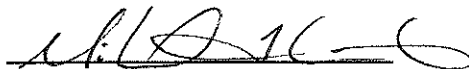
DISCUSSION

*Recycled Water Production*

For the month of January 2010, recycled water demand was 40.51 acre-feet (AF), which was met using 40.51 AF of recycled water and 0.00 AF of supplementation with potable water. This equates to a blend mix for January of 100 percent recycled water and zero percent potable water supplementation.

Figure 1 (attached) provides monthly supply demands for recycled water since the inception of the program. Figure 2 (attached) provides a graphical view of annual recycled water demand spanning the last nine fiscal years. Recycled water demand can fluctuate from year to year, which is typically a function of weather. For example, Fiscal Year 2003-04, an unusually dry year, resulted in increased recycled water demand; and Fiscal Year 2004-05, an unusually wet year, resulted in lower recycled water demand.

Respectfully submitted,



Michael T. Thornton, P.E.  
General Manager

**MONTHLY RECYCLED WATER DEMAND**

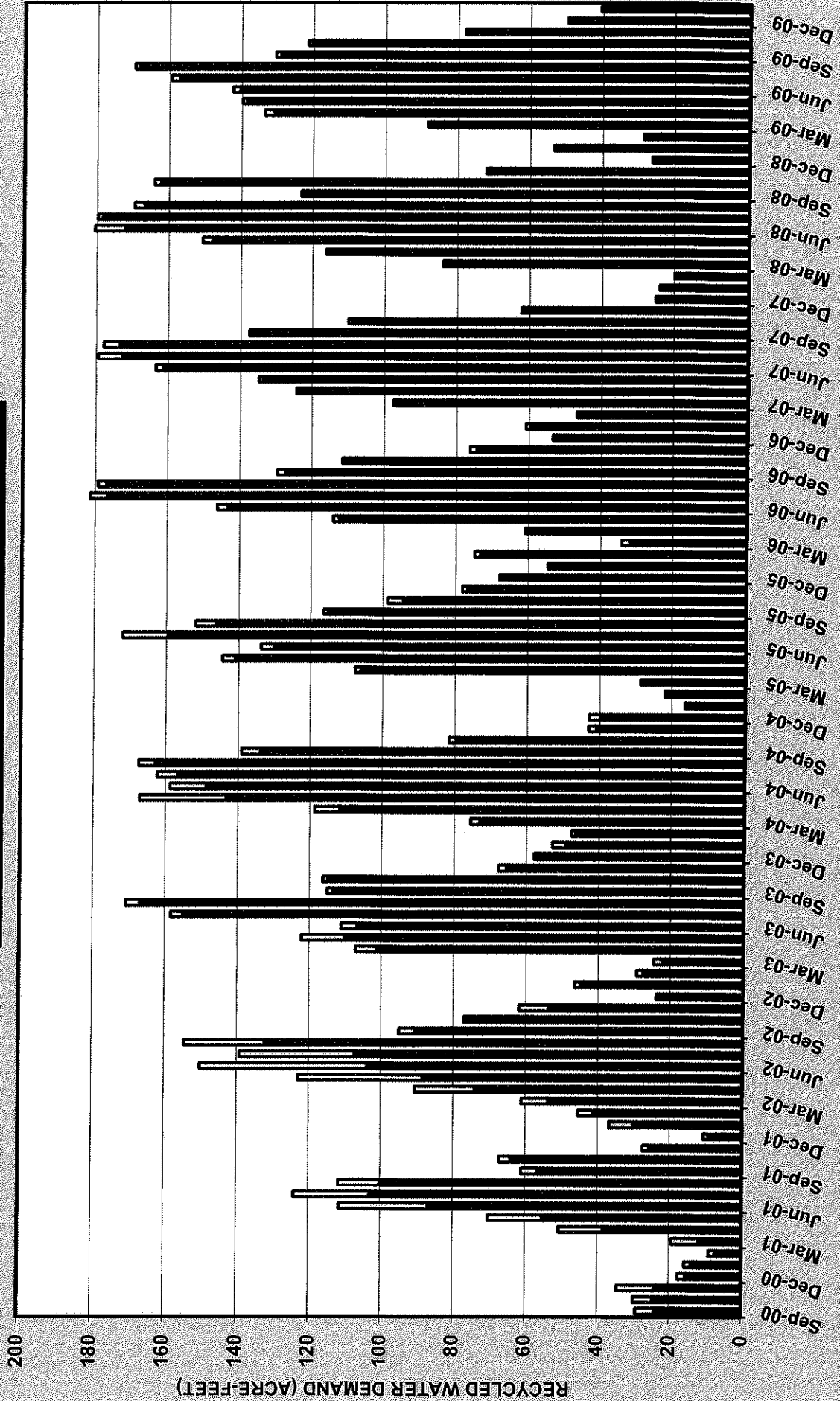


Figure 1

ANNUAL RECYCLED WATER DEMAND

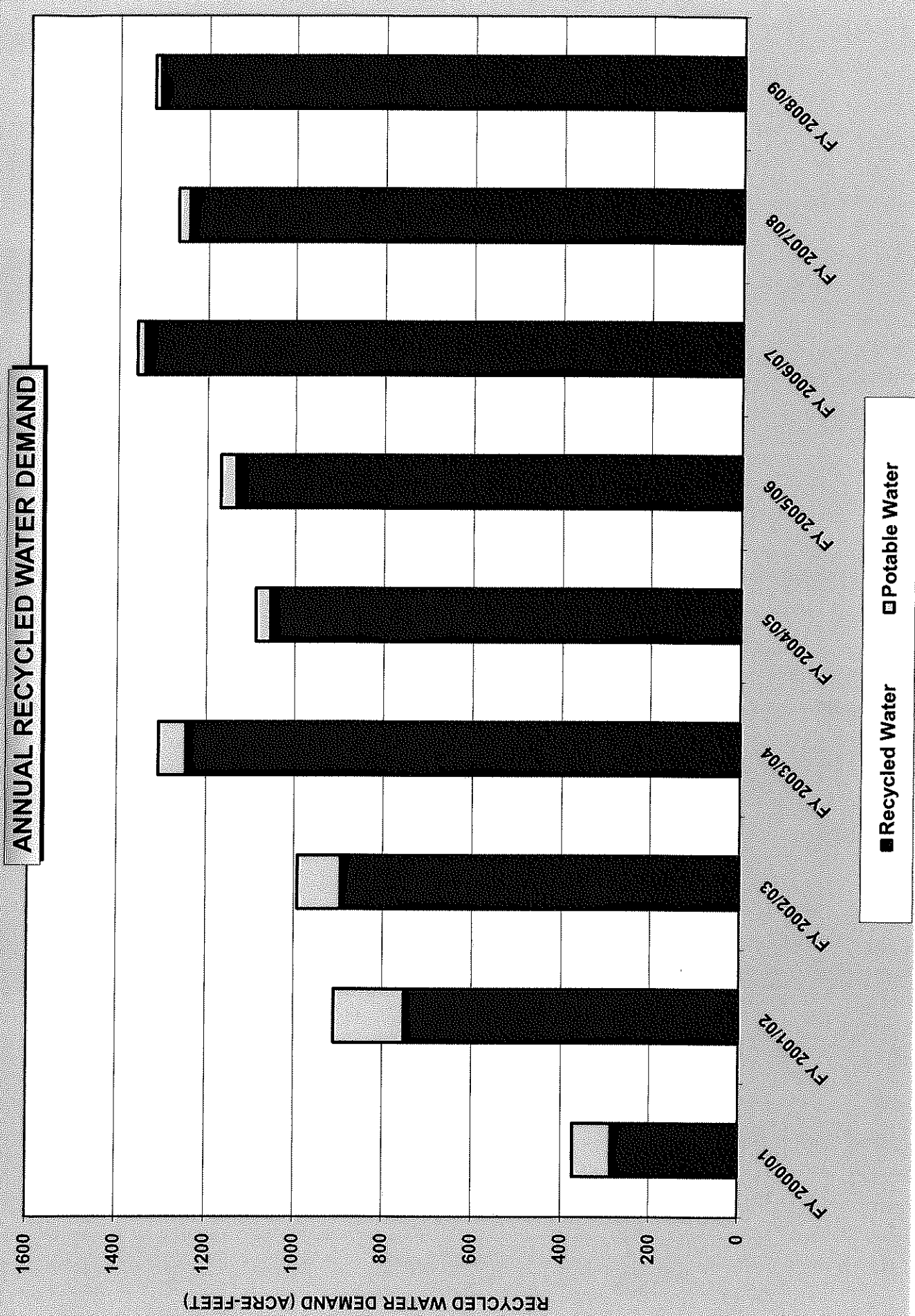


Figure 2

SAN ELIJO JOINT POWERS AUTHORITY  
MEMORANDUM

March 8, 2010

TO: Board of Directors  
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: AWARD OF PROFESSIONAL ENGINEERING SERVICES FOR THE 2010  
ELECTRICAL UPGRADES PROJECT FOR THE SAN ELIJO WATER  
RECLAMATION FACILITY

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the Chair to execute an agreement with Camp Dresser & McKee Inc. (CDM) for Professional Engineering Services for the 2010 Electrical Upgrades Project for the San Elijo Water Reclamation Facility (SEWRF) for an amount not to exceed \$167,266; and
2. Discuss and take action as appropriate.

BACKGROUND

The 2007 SEWRF Facility Master Plan catalogued and evaluated major SEWRF assets and recommended projects that were required to maintain the functionality of the SEWRF. The Facility Master Plan identified an electrical upgrades project as near-term critical, as various electrical assets were at or nearing the end of their useful life. Among the electrical assets at or near the end of their useful life were Switchgear MS-1, Switchgear MS-2, 250 kW generator, 500 kW generator, and Motor Control Centers MCC-B, MCC-D, and MCC-K.

DISCUSSION

*PROJECT PURPOSE & GOALS*

The primary goals of the Electrical Upgrades Project are to (1) reduce the risk of power loss (primary and emergency back-up) to the treatment plant and (2) reduce the risk of worker injury from old electrical assets by repairing, rehabilitating or replacing aging assets using good asset management practices (optimizing the life-cycle cost of each asset).

Secondary goals of the project are to (1) reduce the total number of SEJPA electrical assets and (2) remove or replace old electrical assets currently located in operational work space to a dedicated electrical room.

Staff solicited proposals from four engineering firms to design the project and provide construction management services. From the solicitations, three firms familiar with the San Elijo Water Reclamation Facility and experienced in electrical engineering in industrial applications responded with proposals. Based on a review of project understanding, project approach, experience, and qualifications, CDM was determined to be best suited to perform the design and construction management work.

The work is separated into three phases: (1) Preliminary Design, (2) Final Design and (3) Construction Management. The first phase, preliminary design of the system, will include field investigations and study preparation (including a power coordination study, a load flow study, a short circuit analysis, and a harmonics study), which will provide the basis for design. The second phase will consist of final design, in which the project will be detailed in drawings and technical specifications. The third phase will consist of construction management.

#### *PROJECT FINANCING*

The SEJPA has budgeted \$250,000 to begin the project and will include funding in the 2010-11 budget to complete construction. The SEJPA has completed contract negotiations with CDM for professional engineering services for an amount not to exceed \$167,266. Construction costs are anticipated to be up to \$750,000.

It is therefore recommended that the Board of Directors:

1. Authorize the Chair to execute an agreement with Camp Dresser & McKee Inc. (CDM) for Professional Engineering Services for the 2010 Electrical Upgrades Project for the San Elijo Water Reclamation Facility (SEWRF) for an amount not to exceed \$167,266; and
2. Discuss and take action as appropriate.

Respectfully submitted,

  
Michael T. Thornton, P.E.  
General Manager

Attachment 1: CDM's Proposal for Professional Engineering Services for a 2010 Electrical Upgrades Project for the San Elijo Water Reclamation Facility

Attachment 2: Agreement with CDM for Professional Engineering Services for a 2010 Electrical Upgrades Project for the San Elijo Water Reclamation Facility

# **ATTACHMENT 1**

# San Eljo Joint Powers Authority Electrical Upgrades Project

## Contents

1. Project Understanding	1
2. Project Approach	2
3. Organization	5
4. Related Project Experience	6
5. Staff Experience	7
6. Billing Rates	9
7. Fee Proposal	10
8. Contract Acceptance Notification	11

## 1 Project Understanding

The San Eljo Water Reclamation Facility (SEWRF) is an important plant for the San Eljo Joint Powers Authority (SEJPA) and the community it serves. It must be continuously operational except for carefully scheduled outages for modifications or maintenance. CDM understands that any electrical failures at the plant could result in the loss of wastewater and recycled water service. Furthermore, CDM also understands that electrical incidents from failing equipment pose risks to



MCC-B is one of several electrical assets nearing the end of their useful lives that will be evaluated.

the health and safety of plant employees and the public at large.

As part of SEJPA's current asset management endeavors, SEJPA recognized the need to carefully evaluate its electrical assets at the SEWRF in order to reduce the risk of power outages and subsequent plant shutdowns. CDM will provide a thorough evaluation of assets that may be near the end of their useful service life, particularly those that are more than 20 to 30 years old, and will determine which assets can be repaired or rehabilitated, and which assets must be entirely replaced. Currently identified assets that are nearing the end of their useful service life include switchgears MS-1 and MS-2, the 250kw and 500kw diesel generators, and motor control centers (MCC) MCC-B, MCC-D, MCC-E and MCC-K.

CDM also understands SEJPA's need to consolidate and/or reduce the amount of their electrical assets in order to free up space in the MCC currently taken up by equipment that is no longer in service; and to relocate electrical assets from operational work space into a specifically designated room for electrical equipment to create a safer working environment for operators. This will include relocating MCC-B and MCC-E, which are currently located inside the control room of the administration building. The relocation may also involve consolidating MCC-B and MCC-E loads with MCC-D loads into a new MCC-D and/or panelboard. Relocating and replacing the 250kw diesel generator in the electrical building to make room for the new MCC-D will also be evaluated.

SEJPA's selected consultant team must deliver the following project elements to achieve a successful electrical upgrades project:

1. Work within SEJPA's existing asset management program to "optimize life-cycle costs of assets" by limiting the quantity of assets, recommending high-efficiency assets that provide long service lives to reduce operating costs, and meeting OSHA standards.
2. Provide upgrades that integrate O&M staff preferences to provide consistency in equipment and ease in operations.
3. Design upgrades with built-in flexibility to accommodate future electrical loads from plant expansions and automation/controls improvements.
4. Maintain function of the SEWRF throughout the entire design and construction process.



## 2 Project Approach

CDM's in-house electrical engineering team will provide repair/replacement recommendations that will optimize the long-term costs of SEJPA assets; increase system reliability; integrate O&M staff preferences to provide consistency in equipment and ease in operations; build flexibility into the design to accommodate future expansions; and leverage our operations staff to provide careful, collaborative construction phasing to maintain SEWRF operations and service throughout the design and construction process.

CDM will work within SEJPA's existing asset management program to optimize life-cycle costs of assets by limiting the quantity of assets, configure the electrical distribution system to increase system availability; recommending high-efficiency assets that provide long service lives to reduce operating costs, and meeting regulatory permitting requirements and standards for health and safety.

Our evaluation will include the following tasks, and each will be performed with the input of plant operations and maintenance personnel.

- ▶ **An extensive review of all power distribution equipment** nearing the end of its useful service life including the ratings of existing equipment, the loads being supplied, and the sources of power for each component. This review will start with a review of all "As-Built" documentation followed by a field



*As part of the evaluation process, assets such as MS-2 will be evaluated for the benefits of refurbishment rather than complete replacement.*

verification of the information contained in the documentation.

- ▶ **A comprehensive power coordination study** to ensure overcurrent protective devices (fuses and circuit breakers) are set so that the breaker or fuse closest to a fault isolates the fault to the component rather than blocks of equipment. CDM will also perform a load flow analysis to make sure all distribution equipment is properly sized for current and planned future loads.
- ▶ **Field measurements of existing spaces** where power distribution equipment may be located and where the existing power distribution equipment, including the 250 kW generator is located.
- ▶ **Determine the size of replacement power distribution equipment** based on our evaluation and information provided by SEJPA to determine the footprint required to place the new equipment in the existing or proposed spaces.

The following specific design considerations will be explored in detail:

1. Replace switchgear MS-1 with a switchboard. The sole function of MS-1 is to distribute power from the utility feed and from the 250 kW diesel generator to motor control centers. If the functionality of the switchgear can be replaced by a switchboard, there would be a large savings in cost and in space. In addition, while metal clad switchgear requires access to the rear of the gear, switchboards typically do not require rear access and can subsequently be mounted against an exterior wall.

2. Eliminate MCC-D. It appears as if the majority of the breakers on MCC-D are "OFF" indicating the loads may no longer be in service. Of the four breakers still in the "ON" position, only two breakers appear to be for motor starters. Therefore it appears the entire function of the MCC could be replaced by a 480 volt panelboard for non-motor loads and by either incorporating the motor loads into a new "consolidated" MCC or by providing these motor loads with stand-alone combination motor starters resulting in significant savings in construction costs and a reduction in electrical assets.

3. Keep the 250 kW generator in its current location. If all of the loads powered by MS-1, MCC-D, MCC-B and MCC-E could be placed in a new MCC and a new 480V panelboard while maintaining adequate working space around this new equipment for maintenance and operations and leaving adequate room for the existing diesel generator, then the generator could stay in its current location. If this option proves feasible, then the

costs associated with purchasing a new generator in an outdoor sound attenuated enclosure, would be avoided.

4. Develop a plan to refurbish MS-2 instead of replacing the switchgear. The primary issue with MS-2 is the operation of the Automatic Transfer Switch (ATS). If the cause of malfunction of the ATS can be determined and corrective actions established, then a plan to implement these corrective actions would be issued and MS-2 could remain in operation for at least another 10 years.

5. Eliminate MCC-K. The loads being currently supplied by MCC-K will be evaluated to determine if MCC-K could be replaced by a 480 volt panelboard with the remaining motor loads being supplied by stand-alone combination motor starters. The use of a new panelboard and motor starters would result in a savings in construction costs and a reduction in electrical assets.

The team will adhere to all regulatory requirements including the California Electrical Code requirements for work place safety, and maintain them throughout the upgrade of the electrical equipment. This will involve ensuring proper egress requirements and minimum working space requirements around electrical equipment, such as MCC and panelboards. This also involves the entrance to and egress from both ends of working space around electrical equipment, especially around 1200A rated switchgear longer than 6 feet. Electrical rooms will be upgraded, when required, to have two doors, and doors must swing outward and have panic hardware. However, compliance with a new NEC Article 708 (Critical Operations Power Systems), which is expected to take effect in January 2011, is not included in the scope of work. This may not be required at all, pending the criticality risk assessment by SEJPA.

***The design of upgrades will include built-in flexibility to accommodate future electrical loads from plant expansions and automation/controls improvements.***

The upgraded equipment must have the space and provision for anticipated future load expansion and addition. CDM will develop a preliminary design report that will outline a minimum of two design options that will best utilize the existing space while maintaining flexibility for future plant modifications and control system upgrades. This preliminary design report will serve as the basis where the design concepts are discussed and the direction in which to proceed with final design will be determined.

***Through an interactive process, CDM will provide preliminary concept upgrades that integrate SEWRF O&M staff preferences to provide consistency with existing equipment and ease in operations.***

CDM believes that the proper layout and configuration

of the upgraded electrical system are critical to long-term success, and should allow for ease of maintenance and reduce possible adverse impacts to plant operation. The team will solicit O&M input from the facility staff as well as CDM's operations specialists from the very beginning of the project. CDM will develop an initial list of evaluation criteria by which each of the upgrade alternatives will be evaluated. The CDM project team and SEJPA staff will meet in a facilitated workshop setting to discuss the evaluation procedure and to select rehabilitation, replacement, elimination, or relocation alternatives for identified electrical assets. The evaluation criteria and the evaluation process will be simple and, more importantly, interactive.

In addition, CDM's approach is to use high efficiency equipment and maintain this efficiency in the arrangement and layout, especially in the MCC, diesel generators and switchgears. High efficiency equipment will provide long-term benefits in lower operating and lifecycle costs, and longer useful life.

CDM understands the importance of thorough design documents. This includes not only equipment, component, and material specifications, but the Division 1 requirements for facilities work sequencing, temporary facilities, start-up, commissioning, operator and maintenance training, and manuals. We believe detailed consistent contract documents not only provide lower construction bids, but minimize changes during construction, which can be very expensive to implement. They also lay the groundwork for training and support of maintenance and operations staff so that the improvements can be properly maintained and operated upon start-up.

***Through careful, collaborative construction phasing, CDM will maintain SEWRF operations throughout the design and construction process to maintain service to SEJPA's customers, and build reliability into the design to prevent unplanned outages.***

As part of our Operations and Maintenance Group, CDM has certified operators with hands-on experience in plant operations and developing maintenance of plant operations plans for numerous treatment facilities, including some of California's largest plants. The SEWRF electrical system is critical to the operation of the plant. CDM will approach this project with collaborative efforts between the electrical, process, and CDM's construction disciplines to develop a detailed schedule and sequence of construction that facilitate continuous plant operation while the electrical system is being upgraded.

The design will also be subjected to a thorough constructability review at the 60% level. The recommendations of the reviewers will be incorporated

into the design to facilitate the orderly and successful construction of the project within schedule. The constructability review will be performed by licensed contractors from the CDM Construction Group.

CDM also understands the criticality of the overall reliability of the electrical system in preventing unplanned outages; therefore reliability will be a key factor in evaluating the options for upgrading electrical assets. Elements that provide or enhance reliability include:

- ▶ Quality equipment and components
- ▶ Reliable controls and devices
- ▶ Redundancy and backup provisions
- ▶ Monitoring and control
- ▶ Ease of operation and maintenance, including exercising and service
- ▶ System protection, with properly selected and set protective relays

***With cost-effectiveness and safety at the forefront, CDM will perform several analytical tasks, including a load flow and short circuit analysis to correctly engineer the right equipment; an arc flash analysis to address safety issues and regulatory compliance, especially for older assets, a harmonic study to identify any harmonic power quality issues at the site; and a power coordination study to prevent cascading shutdowns. These tasks will be performed to ensure that the new equipment being installed is coordinated with the utility power supply and with the plant power distribution equipment not being replaced. This will ensure that the safest and most cost-effective equipment is used in the design to provide the best long-term solution to the plant.***

CDM uses the load flow analysis and short circuit analysis to ensure the power distribution equipment installed is properly sized and provides the proper overcurrent protection needed.

While a reliable, flexible and efficient electrical system can provide secure plant operation, the final arbiter in the evaluation process is the cost effectiveness of the final upgraded electrical system, without compromising safety. The system design must avoid features that can become unused or "stranded" assets.

CDM will develop detailed design documents needed to bid and construct the improvements outlined in the project scope. If the overall scope of the project

appears it may exceed the maximum construction budget, the bid documents will be structured so that the critical components of the design will be issued as a base bid with additional design considerations listed as bid alternates. This would allow SEJPA to select which options to construct. An example of a bid alternate would be the relocation of panelboards DPL1 (120/208V) and DPC1 (120/240V) from the maintenance office to a more suitable location such as the maintenance shop.

## **Project Deliverables**

CDM's proposes to accomplish the required Scope of Services by performing the following activities:

- ▶ **Develop a Preliminary Design Report (PDR)**  
The purpose of the PDR is to provide SEJPA with a detailed description of the existing plant power distribution along with a minimum of two proposed design plans to address issues with existing plant power distribution equipment. In the course of completing this phase of the project, CDM would perform the following subtasks:
  - ▶ Perform field investigation of the existing power distribution equipment to document the ratings and condition of the existing plant equipment.
  - ▶ Generate models of the existing power distribution system to define load flow, short circuit ratings, harmonic issues, and protective device coordination.
  - ▶ Develop design options that will return the plant's power distribution system to a reliable system that will serve the plant's electrical needs now and for the future.
  - ▶ Generate models to support the design options outlined above.
  - ▶ Develop initial cost estimates for each design option provided.
  - ▶ Present a recommendation on the design option that will provide the best value to the plant considering capital costs and future operational and maintenance costs.
  - ▶ Submit a preliminary copy of the PDR for SEJPA review.
  - ▶ Incorporate comments and issue the final PDR.
- ▶ **Develop Design Documents**  
Based on the information contained in the PDR, CDM will develop the design documents needed to bid the project. These documents, will include the following:
  - ▶ Design drawings including electrical legends, site

plans, demolition plans, specific dimensioned floor plans, one-line diagrams, elevations, control schematics, panel schedules and details. Drawings will be prepared using AutoCAD.

- ▶ Specifications including front-end documents provided by SEJPA and project specific specifications provided by CDM.

Design documents will be provided to SEJPA for review at the 50%, 90% and 100% levels of design completion. These review documents will consist of three sets of full size drawings on bond paper and three sets of specifications for each submittal. Upon receipt of comments on the 100% review documents, CDM will incorporate the comments and issue a signed and sealed final set of documents. The final drawings will be provided on Mylar.

- ▶ Perform Engineering Services During the Bid Process  
CDM will perform the following to assist SEJPA during the bid process:
  - ▶ Answer "Requests for Information" (RFIs) from bidding contractors to ensure contractors understand the project scope of work and the requirements of the project.
  - ▶ Prepare an agenda for and facilitate a Pre-Bid conference.
  - ▶ Evaluate contractor bids.
- ▶ Perform Engineering Services During Construction  
CDM will perform, at a minimum, the following to assist SEJPA during construction:
  - ▶ Assist SEJPA in the administration and management of construction contracts.
  - ▶ Facilitate semi-monthly Project Meetings during construction including issuing meeting minutes.
  - ▶ Respond to construction RFI's.
  - ▶ Approve equipment submittals.
  - ▶ Provide updated drawings that reflect the installed system upon completion of construction activities.

### Project Schedule

CDM proposes to complete design activities in accordance with the following milestone dates:

- ▶ 3/15/2010 - Obtain a notice to proceed from SEJPA
- ▶ 05/21/2010 - Issue Draft PDR to SEJPA for review
- ▶ 06/04/2010 - Receive comments on Draft PDR from SEJPA
- ▶ 06/18/2010 - Issue Final PDR
- ▶ 08/20/2010 - Issue 50% review documents to SEJPA for

review

- ▶ 09/03/2010 - Receive comments on 50% review documents from SEJPA
- ▶ 10/08/2010 - Issue 90% review documents to SEJPA for review
- ▶ 10/22/2010 - Receive comments on 90% review documents from SEJPA
- ▶ 11/05/2010 - Issue 100% review documents to SEJPA for review
- ▶ 11/19/2010 - Receive comments on 100% review documents from SEJPA
- ▶ 12/03/2010 - Issue Signed and Sealed Construction Documents

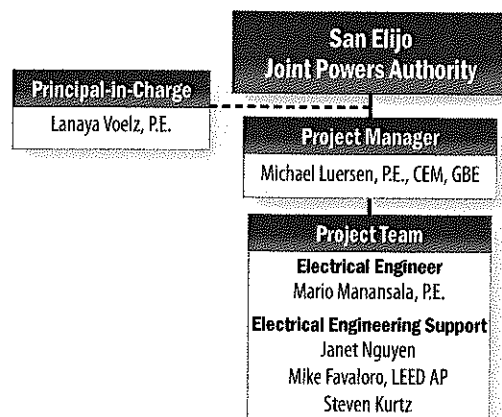
### 3 Organization

The organization chart provides our team's overall structure, key team member roles, and lines of communication.

This project will be managed by Michael Luersen, P.E. who is a California-registered electrical engineer and project manager experienced in designing electrical distribution systems for process facilities; preparing electrical design documents; coordinating construction activities and performing field inspections; and developing and implementing test plans to ensure design requirements of an installation or modification are met.

Lanaya Voelz, Principal-in-Charge, will coordinate client satisfaction and commit the company resources necessary to successfully complete this project.

Project engineer will be Mario Manansala, a California-licensed electrical engineer with more than 20 years of experience providing electrical engineering design and upgrades for numerous municipal clients in Southern California, including the Metropolitan Water District of



Southern California, Trabuco Canyon Water District, Olivenhain Municipal Water District and the Los Angeles Department of Water and Power.

## 4 Related Project Experience

### Related Project Experience

Project Title and Reference	Description
<p><b>Hancock County Utility Authority, Utility Waste Water Treatment Plant</b></p> <ul style="list-style-type: none"> <li>▶ Project Dates: 2006-2007</li> <li>▶ Key Personnel: Michael Luersen, PE, CEM, GBE</li> <li>▶ Client Reference: David Pitalo, Executive Director, tel 228-467-3702; Email: hcua@bellsouth.net</li> </ul>	<p>CDM performed electrical repairs to the Utility Waste Water Treatment Plant (WWTP) necessary to restore the plant to the Pre-Katrina operating conditions. Work included the design of several process control panels, generator replacement, and power distribution replacement. The project also included generation of electrical drawings to replace design documentation lost during the hurricane. Work included the bid and contractor selection process, oversight of major work activities, and project closeout. This project involved close coordination with plant personnel and emergency management agencies at the federal and state levels. The scope of work was separated into two design packages to facilitate more rapid repair activities.</p>
<p><b>Seattle Public Utilities, Morse Lake Pump Station</b></p> <ul style="list-style-type: none"> <li>▶ Project Dates: 2007-2008</li> <li>▶ Key Personnel: Michael Luersen, PE, CEM, GBE</li> <li>▶ Client Reference: Dan Enrico, Project Manager, tel 206-684-7413; Email: daniel.enrico@seattle.gov</li> </ul>	<p>Morse Lake Pump Station Generating Station, Seattle Area, Washington. CDM performed design of a Generating Station with provisions for four 2MW generators, paralleling switchgear, power transformers, utility connections and 2.3 miles of underground ductbank and 25kV power conductors. The project required close coordination of the electrical utility requirements and Seattle Public Utility project goals. The design also accommodated the flexibility to install permanent equipment or skid mounted generators.</p>
<p><b>Metropolitan Water District, Skinner Ozone Retrofit Project</b></p> <ul style="list-style-type: none"> <li>▶ Project Dates: 2005-Present</li> <li>▶ Key Personnel: Mario Manansala, PE, Construction Support Services, Electrical</li> <li>▶ Client Reference: Ron Calkins, Plant Inspector, tel 951-325-5932; Email: rcalkins@mwdh2o.com</li> </ul>	<p>This project included two parts: the Skinner Oxidation Retrofit Project and the Washwater Reclamation Plant No. 3. Work included: 1) construction drawings and specifications in accordance with the preliminary design reports, 2) construction cost estimate, 3) engineering support during the bidding period, and 4) engineering services during construction. The purpose of the Skinner Oxidation Retrofit Project was to construct facilities that provided the capability to use ozone as a primary disinfectant. To this end, a wide range of electrical systems were added to provide seamless integration of ozone facilities to the existing plant. The purpose of the Washwater Reclamation Plant No. 3 was to construct facilities that provided treatment of additional washwater flow from the Skinner Expansion No. 4 project. Electrical design included preparing single-line diagrams and equipment elevations, layout of switchgears and motor control centers, power and control conduit layouts, electrical engineering calculations, and electrical equipment specifications. Construction support activities included review of shop drawing submittals, responses to RFIs, coordination of site testing and commissioning, and attendance at construction meetings.</p>
<p><b>Trabuco Canyon Water District, Generator Upgrade Project</b></p> <ul style="list-style-type: none"> <li>▶ Project Dates: 2008-Present</li> <li>▶ Key Personnel: Mario Manansala, PE</li> <li>▶ Client Reference: Hector Ruiz, Engineering Supervisor, tel 949-858-0277; Email: HRuiz@tcwd.ca.gov</li> </ul>	<p>CDM provided its expertise to the Trabuco Canyon Water District on a project to design the standby generators needed in its Dimension Water Treatment Plant and Ridgeline Booster Station. CDM sized the generators necessary to provide standby power in the event of a power interruption by the electric utility, and also provided the construction plans and specifications. The work included modifications to the main switchgear at the Dimension plant for the inclusion of an automatic transfer switch for the stationary diesel generator. Modifications to the main switchboard of the Ridgeline station were also necessary to insert a manual transfer switch and an outdoor connection box for the trailer-mounted diesel generator. The work also included making sure the installations met the toxic discharge limit requirements of the Air Pollution Control District County of San Diego and the noise pollution requirements of the City of Trabuco Canyon.</p>
<p><b>Olivenhain Municipal Water District, LT2 Expansion Project</b></p> <ul style="list-style-type: none"> <li>▶ Project Dates: 2008-Present</li> <li>▶ Key Personnel: Mario Manansala, PE, Lanaya Voelz, Michael Favaloro</li> <li>▶ Client Reference: Dave Smith, Plant Superintendent, tel 760-752-6466; Email: dsmith@olivenhain.com</li> <li>▶ George Briest, Engineering Manager, tel 760-632-4640; Email: GBriest@olivenhain.com</li> </ul>	<p>For the Olivenhain Municipal Water District, CDM is designing improvements to the existing 34-mgd DCMWTP membrane filtration plant. The existing plant utilizes Zenon UF membranes to treat reject from the primary UF membranes, with the treated reject being returned to the head of the plant. Reject from the second stage UF is further treated with plate settlers and a centrifuge to facilitate zero liquid discharge operation. Improvements, which CDM is currently designing include addition of flow equalization, converting the primary UF membranes from feed and bleed operation to full tank deconcentration mode, and ancillary facilities to support these improvements.</p> <p>The CDM team is also evaluating standby power feed requirements by assessing the existing standby power available and the capability to support the additional loads from the new equipment. New equipment being designed as part of the improvements include 12kV service through a 2500 kVA transformer feeding a new double-ended switchgear to support the new facilities. Upgrades to the existing energy recovery system include replacement of the existing energy recovery turbines to address operational, controls, and maintenance limitations.</p>

The following table illustrates our team's extensive experience in providing electrical engineering design and construction support for numerous upgrades and new construction projects. These projects exemplify our key team members' experience working on relevant projects completed within the past five years:

## 5 Staff's Experience

Our project team has been carefully selected to provide you with extensive experience in electrical design and other key disciplines that will be necessary to address structural, mechanical, and other critical issues during asset evaluation and design.

In addition, CDM as a whole has well over 200 I&C and electrical engineers and technicians on staff located throughout the United States. The benefit to SEJPA is that this breadth of talent can be drawn on for experience, technical knowledge, and project background to address the complete spectrum of issues that could arise during pre-design, design, construction, startup, and troubleshooting. The following table provides the qualifications and experience of our key staff, including our project manager and project engineer. Two-page resumes are located in Appendix A.

Staff's Experience	
Key Team Members	Qualifications and Experience
<p><b>Michael Luersen, P.E.</b> Project Manager</p>	<ul style="list-style-type: none"> <li>▶ California-registered electrical engineer and project manager</li> <li>▶ 20 years of electrical engineering experience in design, testing, construction and project management on projects in water, wastewater, industrial and power generation facilities.</li> <li>▶ Experienced in designing electrical distribution systems for process facilities; preparing electrical design documents; coordinating construction activities and performing field inspections; and developing and implementing test plans to ensure design requirements of an installation or modification are met</li> <li>▶ Managing electrical and I&amp;C testing and guide specification development for the Cave Creek Water Reclamation Plant for the Phoenix Water Services Department in AZ</li> <li>▶ Led electrical design for the Morse Lake Pump Station Generating Station near Seattle, WA</li> <li>▶ Led electrical repairs for three treatment plants, three water booster pump stations, and 42 lift stations to restore water and wastewater systems to pre-hurricane Katrina operating conditions in the Plaquemines Parish, LA</li> </ul>
<p><b>Lanaya Voelz, P.E.</b> Principal-in-Charge</p>	<ul style="list-style-type: none"> <li>▶ Over ten years experience in environmental engineering including water, wastewater, and stormwater design and planning projects</li> <li>▶ Demonstrated ability to successfully complete tasks on time and on budget</li> <li>▶ Experience with regulatory agencies in Southern California including the Regional Water Quality Control Board and the South Coast Air Quality Management District</li> <li>▶ Principal-in-Charge for Orange County Sanitation District Power Monitoring and Controls system design for two wastewater treatment plants</li> <li>▶ Serving as deputy project manager for the DCM Water Treatment Plant Phase II Improvements for the Olivenhain Municipal Water District and includes overall project coordination and project controls management for upgrades that include design of a 34-mgd pretreatment process</li> <li>▶ Involved in obtaining the San Eljo Water Reclamation Facility Master Reclamation Permit from the Regional Board in compliance with CDPH</li> <li>▶ Principal-in-Charge for SEJPA's recent Ocean Outfall Capacity Study Report update</li> </ul>
<p><b>Mario Manansala, E.E.</b> Electrical Engineer</p>	<ul style="list-style-type: none"> <li>▶ Over 40 years experience as an electrical engineer and a professional engineer since 1975</li> <li>▶ Experienced in construction, installation and field modifications of motor control centers, switchgears and diesel generators</li> <li>▶ Project electrical engineer for the Los Angeles Department of Water and Power's \$100-million Owens Lake Dust Mitigation Program, Phase 7, including electrical distribution for shallow flood turnouts, lateral valves, and pump station facilities around the lake bed</li> <li>▶ Electrical and I&amp;C engineer for the Anaerobic Digester Rehabilitation and Upgrades at Water Reclamation Plant No. 1 for the Orange County Sanitation District (OCSA) in Fountain Valley, California</li> <li>▶ Electrical and I&amp;C engineer for a \$9.5 million plant expansion project (2.5 to 7.5 mgd) at Water Reclamation Plant No. 7 Expansion for the Coachella Valley Water District</li> </ul>

**Janet Nguyen**  
Electrical Engineering Support

- › Experience in electrical system design including power distribution, control systems, lighting design, and field investigations
- › Electrical designer of the power and lighting systems for the 5-mgd Southern Region Tertiary Treatment Plant (SRTTP) at the Marine Corps Base at Camp Pendleton
- › Electrical designer for a power building, two electrical buildings, and an electrical system for a solids handling facility at the Secondary Activated Sludge Facility No. 2 at OCSD Plant No. 1

**Michael Favaloro, LEED AP**  
Electrical Engineer

- › Experience in electrical engineering design involving electrical distribution systems, indoor and outdoor lighting systems, and fire protection/alarm systems in conformance with the National Electrical Code (NEC), National Fire Protection Association (NFPA), and other local and national standards
- › Lead electrical design engineer for East Valley Water District's Plant 134 Upgrade in Highland, CA
- › Electrical Design Engineer for plant-wide communication and SCADA upgrades for a treatment facility in New Haven, CT

**Steven Kurtz**  
Electrical Engineering Support

- › More than 28 years of construction experience includes electrical systems procurement, installations, testing, and startup for water and wastewater treatment facilities
- › Licensed electrical contractor
- › Managed the \$1.4 million installation of electrical systems for the Victor Valley Wastewater Treatment Plant expansion, including 1600A paralleling switchgear for two 450-kiloWatt (kw) generator sets, motor control centers, distribution, and I&C components
- › Managed the electrical construction for a \$22-million expansion to the existing Rialto Wastewater Treatment Plant in Rialto, CA

## 6 Billing Rates

### CAMP DRESSER & McKEE INC. SCHEDULE OF HOURLY RATES

January 1, 2010

Categories	Hourly Rate
<b>Engineers/Scientists/Planners:</b>	
Grade 1	100.00
Grade 2	110.00
Grade 3	120.00
Grade 4	130.00
Grade 5	150.00
Grade 6	165.00
Grade 7	175.00
Principal	185.00
Associate	200.00
Vice President	215.00
Senior Vice President	225.00
<b>Support Service:</b>	
Designer Drafter 1	75.00
Designer Drafter 2	85.00
Designer Drafter 3	95.00
Designer Drafter 4	105.00
Designer Drafter 5	110.00
Designer Drafter 6	115.00
Designer Drafter 7	125.00
Designer Drafter 8	135.00
Administrative Manager	95.00
Administrative Assistant/Word Processor	80.00
Office Clerk	65.00
Financial Manager	110.00
Contract Administrator	100.00
Finance Assistant	70.00
<b>Miscellaneous Expenses:</b>	
Auto Milage	Current IRS Rate
Reproduction Services	
Black and White Copies	\$0.10/Page
Color Copies	\$1.00/Page
Materials and Other Expenses	Cost



# 7 Fee Proposal

Task Number	Grade 1	Grade 2	Grade 3	Grade 4	Grade 5	Grade 6	Grade 7	Principal	Associate	VP	Sr. VP	Admin	Chennai	Task Totals	
	\$ 100.00	\$ 110.00	\$ 120.00	\$ 130.00	\$ 150.00	\$ 165.00	\$ 175.00							\$ 185.00	\$ 200.00
1	40	80	40			8	8							176	\$20,320.00
2	8		12		4									144	\$6,020.00
3	20	60	20	16		26	8							150	\$18,770.00
4	8		14				4							146	\$6,300.00
5	8							16						24	\$4,000.00
6	40					32	16	8						120	\$17,720.00
7	60	64	64		24							8		332	\$27,800.00
8	24	40	24		8			8			16			160	\$17,360.00
9	8	16	8	12		10								78	\$7,354.00
10	8		4			10								42	\$3,450.00
11		12	12			8								32	\$4,080.00
12	40	14	44			16								146	\$14,292.00
13	40		16			8	4					4		152	\$10,340.00
14	24		4			8	4							100	\$6,460.00
<b>Labor Total</b>												<b>1,802 Hours</b>			<b>\$164,266.00</b>

Project Totals	
Labor	\$164,266.00
Other Direct Costs	\$3,000.00
<b>Project Total Cost</b>	<b>\$167,266.00</b>

- Notes:
- Other Direct Costs include travel, printing, etc. associated with the project.
  - CDM has an office in Chennai, India staffed with electrical engineers fully trained in electrical design and electrical power system modeling using the modeling software, SKM while on assignment in the CDM home office located in Cambridge, MA. These personnel are also fully trained in AutoCAD and use CDM or client driven CAD standards as needed to meet project requirements.
  - Much of the information required to perform the harmonic study is the same information required for the load flow and short circuit analyses. Therefore, if the harmonic study is performed at the same time as the load flow and short circuit analyses, data can be shared resulting in a lower total cost.

- | Task Number | Task Description   |
|-------------|--|
| 1           | Field Investigation work required for the PDR                                  |
| 2           | Modeling of the existing site power distribution system required for the PDR   |
| 3           | Developing design options for the PDR  |
| 4           | Modeling of the power distribution system for design options for the PDR       |
| 5           | Develop initial construction cost estimates for design options                 |
| 6           | Generate PDR   |
| 7           | Develop Design Documents for 50% submittal                                     |
| 8           | Develop Design Documents for 90% submittal                                     |
| 9           | Develop Design Documents for 100% submittal                                    |
| 10          | Issue Sealed Design Documents for Construction                                 |
| 11          | Provide Bid Services   |
| 12          | Provide Construction Services  |
| 13          | Load Flow Analysis and Short Circuit Analysis for Plant Distribution Equipment |
| 14          | Harmonic Study in Addition to Load Flow/Short Circuit Analysis                 |

**8 Contract Acceptance Notification**

CDM has no exceptions to the contract provided in the RFP.

## **ATTACHMENT 2**

## AGREEMENT

THIS AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2010 by and between the San Elijo Joint Powers Authority, hereinafter referred to as "AUTHORITY", and \_\_\_\_\_, hereinafter referred to as "CONSULTANT".

### WITNESSETH:

WHEREAS, AUTHORITY requires the professional services for design of the Electrical Upgrades Project for the San Elijo Water Reclamation Facility, and

WHEREAS, CONSULTANT represents that it has available, adequate personnel who are well-qualified by reason of education and experience in these matters to perform the necessary professional services under the direction of the AUTHORITY, and

WHEREAS, AUTHORITY desires, and CONSULTANT is willing, to provide professional services as described in Attachment 1 of this Agreement,

NOW THEREFORE, the AUTHORITY and CONSULTANT do hereby enter into the following agreement.

1. TERM OF AGREEMENT. The term of this Agreement shall be from the date this Agreement is made and entered, as first written above, until completion and acceptance of the work effort by the General Manager of the AUTHORITY.
2. AUTHORITY OBLIGATIONS
  - 2.1 DATA FURNISHED BY AUTHORITY. For the purpose of aiding CONSULTANT in the performance of its obligations under this Agreement, AUTHORITY shall furnish CONSULTANT with all data in its possession relevant to the project and shall direct its officers, agents and employees to render all reasonable assistance to CONSULTANT in connection with its performance under this Agreement. AUTHORITY is responsible for the reasonable correctness of data so furnished, but it shall likewise be the responsibility of CONSULTANT to apply reasonable caution in its use and interpretation of the data and to promptly advise AUTHORITY of any incorrectness or inconsistencies in the data furnished.
  - 2.2 PAYMENT TO CONSULTANT
    - 2.2.1 DETERMINATION OF COMPENSATION. The compensation by AUTHORITY to CONSULTANT for services under this Agreement shall be billed on a time and material basis not to exceed \$167,266. The scope of work is detailed in Attachment 1.
    - 2.2.2 PAYMENT OF COMPENSATION. Compensation shall be billed monthly in increments based on the work completed, and AUTHORITY shall make payment to CONSULTANT within forty-five (45) calendar days of approval of invoices.

All monthly invoices from CONSULTANT to AUTHORITY shall include detailed breakdowns with a summary of the hours spent by each individual, a budget summary for

each task showing the original contract amount, the amount billed for the current invoice period, the amount previously billed, the amount remaining, and the percentage of work completed.

2.3 AUTHORITY'S PROJECT OFFICER. AUTHORITY's Project Officer, who shall be empowered to act for the AUTHORITY in accordance with law or AUTHORITY ordinance, shall be the General Manager of the AUTHORITY. AUTHORITY's Project Officer or duly-authorized representative shall act on behalf of AUTHORITY in administrative matters of the Contract Documents. This includes, but is not limited to, review of change orders, correspondence, progress payments, etc.

### 3. CONSULTANT'S OBLIGATIONS

#### 3.1 SERVICES TO BE PERFORMED

3.1.1 PROFESSIONAL SERVICES. CONSULTANT shall perform the professional services as described in the scope of work and included herein as Attachment 1 and made a part of this Agreement.

#### 3.2 TIME PERIOD.

3.2.1 PROFESSIONAL SERVICES. CONSULTANT will commence performance of services after a Notice to Proceed is issued by AUTHORITY.

#### 3.3 RESPONSIBILITY OF CONSULTANT.

- (a) CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his analysis, reports, and other services.
- (b) CONSULTANT shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement in effect on the date of execution of this Agreement, and in accordance with the project schedule contained in Exhibit A.
- (c) Acceptance by AUTHORITY of reports, and incidental professional work or materials furnished hereunder, shall not in any way relieve CONSULTANT of responsibility for the technical adequacy of his work. Neither AUTHORITY's acceptance of, nor payment for any of the services, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- (d) CONSULTANT shall be and remain liable in accordance with applicable law for all damages to AUTHORITY caused by CONSULTANT's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to AUTHORITY, AUTHORITY-furnished data, or any third party.

CONSULTANT shall not be responsible for any time delays in the project caused by circumstances beyond CONSULTANT's control.

- (e) "Errors, omissions, and deficiencies" are defined as acts of CONSULTANT in preparing drawings, specifications, reports, or other work under this Agreement, which are the result of CONSULTANT's failure to perform in accordance with the standard of practice normally exercised in the performance of professional services of a similar nature, and which result in cost to AUTHORITY in excess of what the cost would have been had such act not occurred. Nothing contained herein shall serve to expand or increase the responsibility of CONSULTANT to any party beyond that imposed by the common law of the State of California.

- 4. INSURANCE. During the course of the Agreement, CONSULTANT shall pay for and maintain, in full force and effect, all insurance required by any governmental agency having jurisdiction to require particular insurance of CONSULTANT in connection with or related to the work covered hereby. CONSULTANT shall further take out and shall furnish satisfactory proof, by certificate or otherwise as may be required, that he has taken out commercial general liability insurance with AUTHORITY included herein as an additional insured. Insurance carrier shall be satisfactory to AUTHORITY, and insurance shall be in such form approved by AUTHORITY so as to protect AUTHORITY and its employees against loss from liability imposed by law from damages on account of bodily injury, including death resulting therefrom, suffered or alleged to have been suffered by any person or persons, other than employees, resulting directly from the negligent performance or execution of this Agreement by CONSULTANT, and also to protect AUTHORITY and its employees against loss from liability imposed by law for damage to any property, caused directly by the negligent performance or execution of the Agreement by CONSULTANT; which insurance shall also cover accidents arising out of the use and operation of automobiles, trucks, and/or other mobile equipment. All said commercial liability and property damage insurance shall be for the period of performance under this Agreement. The amounts of coverage of said insurance shall be the following:

General and Professional Liability - \$1,000,000 limit  
Auto Insurance (company owned) - \$ 500,000 limit  
Auto Insurance (non-company owned) - \$1,000,000 limit

Said policies shall have a non-cancellation clause providing that thirty (30) days written notice shall be given to AUTHORITY prior to any material modification or cancellation, and a certificate of such insurance shall be furnished to AUTHORITY by direct mail from CONSULTANT's insurance carrier and shall specifically cover any contractual liability incurred hereunder. CONSULTANT shall further maintain adequate Workers' Compensation Insurance, including occupational disease provisions, under the laws of the State of California and employer's general liability insurance for the benefit of its employees, and shall require similar insurance to be provided by its subcontractors. A certificate shall be furnished to AUTHORITY showing compliance with above.

CONSULTANT further agrees to provide AUTHORITY within seven (7) days from the date of execution of this Agreement, proof of insurance verifying that CONSULTANT maintains Professional Liability Insurance (Errors and Omissions) in the amount of \$1,000,000. Said

Professional Liability Insurance shall be paid for by CONSULTANT, and shall be maintained in full force and effect throughout the term of the Agreement.

5. HOLD HARMLESS AND INDEMNIFICATION. CONSULTANT agrees to indemnify, defend and hold harmless AUTHORITY, its officers, its officials, employees, representatives and agents from and against all claims, lawsuits, liabilities or damages to the extent caused by any negligent act or omission of CONSULTANT, his agents, employees, and subcontractor and employees thereof, pursuant to this Agreement. CONSULTANT shall indemnify AUTHORITY and do whatever is necessary to protect AUTHORITY, its officials, officers, employees, agents, and representatives as to any such claims, lawsuits, liabilities or damages. CONSULTANT's liability for all of the aforesaid matters is limited to the proceeds recovered from insurance carried by the CONSULTANT and within the monetary limits of the insurance specified in Article thereto. In no event shall CONSULTANT or AUTHORITY be liable in contract, tort, strict liability, warranty or otherwise for any special, indirect incidental or consequential damages.

AUTHORITY agrees to hold harmless and defend CONSULTANT, its officers, agents, and employees with respect to any claim or legal proceedings or judgment made, filed, or presented against and foregoing, by reason of AUTHORITY's, its officers, agents, employees, malfeasance, misfeasance, or nonfeasance during the term of this Agreement.

6. ASSIGNMENT. Except as expressly provided herein, this Agreement shall not be assignable by either party without the prior written consent of the other party hereto. No assignment of this Agreement shall relieve the assignor until the Agreement shall have been assumed by the assignee. When duly assigned in accordance with the foregoing, this Agreement shall be binding upon and shall insure to the benefit of the assignee.
7. TERMINATION. If, during the term of this Agreement, AUTHORITY determines that the CONSULTANT is not faithfully abiding by any term of condition contained herein, AUTHORITY may notify CONSULTANT in writing of such defect of failure to perform; which notice must give CONSULTANT a ten (10) day notice time thereafter in which to perform said work or cure the deficiency. If CONSULTANT has not performed the work or cured the deficiency within the number of days specified in the notice, such shall constitute a breach of this Agreement, and AUTHORITY may terminate this Agreement immediately by written notice to CONSULTANT to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under this Agreement. In said event, CONSULTANT shall be entitled to the reasonable value of its service performed from the beginning of the period in which the breach occurs up to the day it received AUTHORITY's notice of termination, minus any offset from such payment representing AUTHORITY's damages from such breach. In no event, however, shall CONSULTANT be entitled to receive in excess of the total lump sum price bid of the proposal and special services.

8. OWNERSHIP OF DOCUMENTS. Reports, model database, electronic maps, as herein required, are the property of AUTHORITY following payment in full to the CONSULTANT for services rendered. Upon completion of all work under this Agreement, or in the event this Agreement is terminated prior to completion of all such work, all documents, plans, specifications, photograph rendering, drawings of the facility, and all other material provided to assist CONSULTANT in performing under this Agreement shall be delivered forthwith to AUTHORITY.

Any use of the aforesaid completed documents for other AUTHORITY projects at other sites and/or any use of the aforesaid incomplete documents without specific, written verification by CONSULTANT will be at AUTHORITY's sole risk and without liability or legal exposure to CONSULTANT, and AUTHORITY shall indemnify and hold harmless CONSULTANT from all claims, damages, losses and expense, including attorneys' fees, arising out of or resulting therefrom.

9. SUBCONTRACTS. AUTHORITY has entered into this Agreement in order to receive the professional service of CONSULTANT. The provisions of the Agreement shall apply to any subcontractor to CONSULTANT. AUTHORITY shall have the right to approve all subcontractor agreements.
10. ENTIRE AGREEMENT. This Agreement constitutes the whole Agreement between the parties hereto with respect to the subject matter hereof, and neither party nor any of its agents or employees had made any representation except as specifically provided herein. Neither of the parties in executing or performing this Agreement is relying upon any statement or information to whosoever made or given directly or indirectly, verbally or in writing by any individual or corporation except as specifically provided herein. The Agreement may not be modified or altered except in writing signed by all parties of the Agreement.
11. PROHIBITED EMPLOYMENT DISCRIMINATION. In the performance of the terms of this Agreement, CONTRACTOR agrees that it will not engage in, nor permit such subcontractors as it may employ to engage in, discrimination in employment of persons in violation of Labor Code Section 1735, which reads as follows:

A contractor shall not discriminate in the employment of persons upon public works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public works who violates this section is subject to all penalties imposed for a violation of this chapter.

Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

12. NOTICES. All communications, notices, and demands of any kind which either party hereto may be required or may desire to give to or serve upon the other party or any office hereof or by enclosing it in a sealed envelope and depositing it in the United States mail, postage prepaid, certified return-receipt, and addressed to the respective parties as follows:



AUTHORITY:

San Elijo Joint Powers Authority  
2695 Manchester Avenue, P.O. Box 1077  
Cardiff by the Sea, California 92007-7077

CONSULTANT:

Camp Dresser & McKee Inc.  
1925 Palomar Oaks Way, Suite 300  
Carlsbad, California 92008

- 13. LITIGATION COSTS. In the event an action is filed by either party to enforce any rights or obligations under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, in addition to any other relief granted by the Court.
- 14. AUTHORITY TO EXECUTE AGREEMENT. Both AUTHORITY and CONSULTANT do covenant that each individual executing this Agreement on behalf of each party is a person duly authorized and empowered to execute agreements for such party.
- 15. THIRD PARTY RIGHTS. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than AUTHORITY and CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

SAN ELIJO JOINT POWERS AUTHORITY

By: \_\_\_\_\_  
Michael T. Thornton, P.E.  
General Manager

Date: \_\_\_\_\_

CONSULTANT

By: \_\_\_\_\_ (Sign)  
Name: \_\_\_\_\_ (Print)  
Title: \_\_\_\_\_

Date: \_\_\_\_\_