

AGENDA
SAN ELIJO JOINT POWERS AUTHORITY
MONDAY MAY 9, 2011 AT 9:00 AM
SAN ELIJO WATER RECLAMATION FACILITY – CONFERENCE ROOM
2695 MANCHESTER AVENUE
CARDIFF BY THE SEA, CALIFORNIA

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

California Water Environment Association 2010 Electrical/Instrumentation Person of the Year Award: Casey Larsen

6. * **CONSENT CALENDAR**
7. * APPROVAL OF MINUTES FOR THE APRIL 11, 2011 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. SAN ELIJO JOINT POWERS AUTHORITY FISCAL YEAR 2011-12 RECOMMENDED BUDGET UPDATE

It is recommended that the Board of Directors:

1. Discuss and take action as appropriate.

Staff Reference: Director of Finance/Administration Gregory Lewis

13. AWARD OF CONSTRUCTION CONTRACT FOR THE ELECTRICAL UPGRADES PROJECT FOR THE SAN ELIJO WATER RECLAMATION FACILITY

It is recommended that the Board of Directors:

1. Approve and authorize the General Manager to issue the Notice of Award to Southern Contracting Company;
2. Approve and authorize the Chair of the Board to execute Agreement for Construction Services between San Elijo Joint Powers Authority and Southern Contracting Company, upon receipt and approval of all bid submittal requirements;
3. Approve and authorize the General Manager to issue the Notice to Proceed to Southern Contracting Company, upon receipt and approval of all bid submittal requirements; and
4. Discuss and take action as appropriate.

Staff Reference: General Manager Michael Thornton

14. SURPLUS RECYCLED WATER AGREEMENT BETWEEN THE SAN ELIJO JOINT POWERS AUTHORITY (SEJPA), THE SAN DIEGUITO WATER DISTRICT (SDWD), AND THE ENCINITAS RANCH GOLF AUTHORITY (ERGA)

1. Approve the proposed Surplus Recycled Water Agreement; and
2. Discuss and take action as appropriate.

15. GENERAL MANAGER'S REPORT

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

16. GENERAL COUNSEL'S REPORT

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

17. 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.

18. CLOSED SESSION

The Board will meet pursuant to Government Code Section 54957 with respect to Public Employee Performance Evaluation. Title: General Manager

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".

20. ADJOURNMENT

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be June 13, 2011 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. 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: May 4, 2011



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

SAN ELIJO JOINT POWERS AUTHORITY
MINUTES OF THE BOARD MEETING
HELD ON APRIL 11, 2011
AT THE
SAN ELIJO WATER RECLAMATION FACILITY

Thomas M. Campbell, Chair

Teresa Barth, Vice Chair

A Meeting of the Board of Directors of the San Elijo Joint Powers Authority (SEJPA) was held Monday, April 11, 2011, 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

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

2. ROLL CALL

Directors Present:

Teresa Barth
Thomas M. Campbell
Maggie Houlihan
Dave W. Roberts

Others Present:

General Manager
Director of Finance/Administration
Director of Operations
Administrative Assistant
Accounting Technician

Michael Thornton
Greg Lewis
Christopher Trees
Monica Blake
Carrie Cook

SEJPA Counsel:

Procopio, Cory, Hargreaves & Savitch

A. Aiko Osugi

City of Encinitas,
Director of Public Works
City of Encinitas,
Public Works Management Analyst
City of Solana Beach,
City Manager
City of Solana Beach,
Director of Engineering/Public Works

Larry Watt
Bill Wilson
David Ott
Mohammad "Mo" Sammak

3. PLEDGE OF ALLEGIANCE

General Manager Thornton led the Pledge of Allegiance.

4. ORAL COMMUNICATIONS

Chair Campbell stated he would not be available to attend the May Board of Director's meeting.

5. PRESENTATION OF AWARDS

None

6. CONSENT CALENDAR

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

Consent Calendar:

Agenda Item No. 7	Approval of Minutes for the March 14, 2011 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

11. ITEMS REMOVED FROM CONSENT CALENDAR

None

12. PRESENTATION OF THE SAN ELIJO JOINT POWERS AUTHORITY FISCAL YEAR 2011-12 RECOMMENDED BUDGET

Director of Finance/Administration Greg Lewis presented a PowerPoint presentation on the Fiscal Year (FY) 2011-12 Recommended Budget and answered questions from the Board of Directors. The total recommended FY 2011-12 operating budget for the Wastewater Treatment Fund for the SEJPA is \$5,641,616, which represents a 0.7 percent increase from the previous year. The total recommended FY operating budget for the Water Reclamation Fund is \$1,826,025, which represents a 0.9 percent increase from the previous year. Water Reclamation Fund revenues come from the sale of recycled water. The FY 2011-12 appropriation for the Capital Project Fund is \$942,000, up from \$670,000, and is funded based on ownership or leased capacity of the facilities being improved or constructed.

It was recommended that the Board of Directors take the recommended budget to their respective Councils for further discussion and support. The budget will then be discussed at the next scheduled Board meeting.

This was an informational report not requiring Board action.

13. GENERAL MANAGER'S REPORT

General Manager Michael Thornton reported that he and Board Member Barth attended the Escondido Creek Water Alliance (ECWA) March meeting and presented the North San Diego County Cooperative Demineralization Project PowerPoint presentation of which the SEJPA's Demineralization Project is the anchor project. The project presentation was well received.

The General Manager provided an update to the REC-1 Ocean Discharge Compliance Workplan that was submitted to the Regional Board on March 2, 2011, as required by the SEJPA's Ocean Discharge NPDES permit. Based on analytical analyses of ocean water samples over a six-year period, the SEJPA has provided compelling data demonstrating that the agency's ocean discharge meets recreational water quality standards. The Encina Wastewater Authority conducted a similar analysis of their ocean discharge that produced similar results. When these results were reviewed by the San Diego Regional Water Quality Control Board, they concluded that a Recreational Water Quality Workplan would not be required by the Encina Wastewater Authority. The General Manager stated that this decision should set a positive precedence for the SEJPA in that no additional treatment or disinfection should be required of the Agency as we are in full compliance of this standard.

14. GENERAL COUNSEL'S REPORT

None

17. BOARD MEMBER COMMENTS

None

18. CLOSED SESSION

None

19. ADJOURNMENT

The Board of Directors adjourned at 9:44 a.m. The next Board of Directors meeting will be held on May 9, 2011.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

PAYMENT OF WARRANTS

11-05

29-Apr-11

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
11-05 Warrants		
Ababa-QA	Nuts and bolts - plant	\$103.58
Ababa-QA	Bolts - discharge check valves - Solana Beach P. S.	\$96.16
A & G Instrument	Calibrations of flow meters - all pump stations	\$1,146.00
AG Tech, LLC	Biosolids hauling - March	\$7,762.63
Airgas West	Oxygen cylinder - plant	\$67.27
American Backflow Prev. Assoc.	Membership - M. Piper	\$75.00
American Water Works Assoc.	Membership - M. Piper	\$231.00
Arrowhead	Kitchen and lab supplies	\$235.40
AT&T	Alarm service - April	\$380.18
AT&T	Phone service - 02/20/11-03/19/11-Eden Garden P. S.	\$73.06
Atlas Crane Service	Crane rental for pump removal	\$415.00
Atlas Pumping Service	Grease and scum pumping - March	\$751.40
Atlas Pumping Service	Grease and scum pumping - April	\$751.40
Atlas Pumping Service	Grit and screening - April	\$742.35
Barracuda Networks, Inc.	Network back-up - March	\$50.00
Barracuda Networks, Inc.	Network back-up - April	\$50.00
B.J. Rental Store	Long handled saw - plant	\$53.47
BlackBurnMFG Co.	Purple marking supplies - water reclamation	\$112.46
Blake, Monica	Expense report - mileage	\$27.95
Blue Skies Landscape	Landscape service - March	\$1,200.00
Boot World, Inc.	Safety boots - C. Larsen	\$146.77
Boot World, Inc.	Safety boots - K. James	\$150.00
Buckles, Marisa	Mileage and office supplies	\$12.09
California Water Technologies	Ferric chloride - plant	\$5,412.39
Coast Waste Management	Grit and screening- storm water	\$458.48
Complete Office	Office supplies - March	\$96.33
Complete Office	Office supplies - April	\$165.74
Corodata	Record storage - March	\$68.79
County-Air PCD	Permit - San Elijo Hills P. S.	\$319.00
County-Air PCD	Permit - Moonlight Beach P. S.	\$1,302.00
County-Air PCD	Permit - Solana Beach P. S.	\$365.00
CS-Amsco	Cast iron body valves for grit pump - plant	\$2,178.02
CWEA Membership	Membership - A. Hoch	\$132.00
CWEA Membership	Membership - K. Regnier	\$132.00
CWEA - TCP	Certificate renewal - S. Arredondo	\$76.00
CWEA - TCP	Certificate renewal - E. Hurtado	\$71.00
CWEA - TCP	Exam fee - E. Hurtado	\$145.00
Detection Instruments Corp.	Repair parts - plant	\$468.93
Dixonex Corporation	Parts for instrument accessories - lab	\$2,650.12
Dixonex Corporation	PM service for ICS90 system - lab	\$1,740.00
Drive Line Service	U-joint installation - Cardiff P. S.	\$67.33
Drive Line Service	U-joint installation, straighten, balance - Moonlight P.S.	\$225.23
Drive Line Service	U-joint installation, straighten, balance - Moonlight P.S.	\$431.85
EDCO	Trash service - March	\$184.01
Escondido Metal Supply	Round bar, flat bar, pipe, chopsaw cut - plant, wtr. rec.	\$126.15
Evans Tire & Service Centers	Vehicle maintenance - tires - standby vehicle	\$546.36
Fleet Services	Fuel - March	\$863.31
Flo-Systems, Inc.	Bearing lower assembly - grit screw - plant	\$1,828.33
Flo-Systems, Inc.	Spiral assembly with wear shoes and hardware - plant	\$8,461.45
George T. Hall Co., Inc.	Pressure switch for gas compressor - digester - plant	\$537.58

PAYMENT OF WARRANTS

11-05

29-Apr-11

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
Golden State Overnight - GSO	Mailing compliance reports	\$31.50
Grainger, Inc.	First aid and office supplies	\$38.52
Grainger, Inc.	Blank stock - Encinitas U/V	\$14.54
Hach Company	Universal junction box - lab	\$271.88
Hach Company	Automated process sampler - lab	\$6,059.94
Harrington Industrial Plastics	4" and 2" caps - plant	\$64.60
Harrington Industrial Plastics	4" flange v/s pvc plastic rings - Encinitas U/V	\$62.46
Heartland Automotive Services	Vehicle maintenance - oil change	\$33.35
Henke, Michael	Expense report - exam fee	\$145.00
Hoch, Adam	Expense report - conference - mileage	\$58.96
Hoch, Adam	Expense report - Biocycle Conference	\$403.18
Horizon Health EAP	EAP - April	\$351.12
James, Kyle	Expense report - exam fee	\$145.00
Jani-King	Janitorial service - April	\$882.64
Kennedy/Jenks Consultants	Demineralization project - final design	\$44,806.23
Kennedy/Jenks Consultants	Demineralization project - final design	\$61,078.20
Konica	Monthly copier maintenance	\$101.15
Larsen, Casey	Expense report - contractor's license renewal	\$225.00
Larsen, Casey	Expense report - CWEA annual conference	\$1,000.55
Marine Taxonomic Service, LTD	Ocean offshore monitoring - March	\$740.00
Marine Taxonomic Service, LTD	Ocean offshore monitoring - April	\$740.00
McMaster-Carr Supply Co.	AC equipment cooling fan - Encinitas U/V	\$32.81
MegaPath Inc.	T-1 service - April	\$278.13
Mike Roth	Web site design and restructure	\$550.00
Mutual of Omaha	Life and disability insurance	\$1,666.14
Nash Fabricators	Clutch drives - secondary tanks - plant	\$1,291.34
OMWD	Manchester - 02/08/11 - 03/08/11	\$32.34
One Source Distributors	Plunger and fuses - Fletcher Cove P. S.	\$134.99
Pacific Pipeline Supply	Nut and bolt sets, gaskets, and washers-plant,wtr. rec.	\$140.29
Palomar Backflow	Backflow certifications-Coast and Moonlight P.S.,plant	\$240.00
PERS - Health	Health - May	\$16,739.26
PERS - Retirement	Retirement premium - 04/08/2011	\$13,989.18
PERS - Retirement	Retirement premium - 04/22/2011	\$13,989.18
Petty Cash	Replenish petty cash	\$173.79
Piper, Michael	Expense report - labor to re-calibrate unit - wtr. rec.	\$25.00
Polydyne Inc.	Clarifloc R we-007 - plant	\$10,505.25
Preferred Benefit Insurance	Vision insurance - April	\$274.54
Probuild	Repairs, shop and field supplies - April	\$446.41
Process Pump Sale's, Inc.	Freight charge - plant	\$132.00
Procopio, Cory, Hargreaves	Legal services - general - March	\$655.50
Ray Higley Welding & Wet Tap	Welding supplies - Solana Beach P. S.	\$839.38
Rocky's Balancing Inc.	Balance arbor - grit pump #1 - plant	\$100.00
Rohan & Sons, Inc.	Maintenance service plus installed starter kit	\$668.41
RTC	Annual study required by ELAP for certification-lab	\$901.60
RTC	Residue - WP - whole volume - lab	\$135.90
RTC	Demand - WP - lab	\$63.00
San Diego Gas and Electric	Gas and electric - 02/07 - 03/09	\$32,812.48
San Diego Gas and Electric	Gas and electric-valley-corrected billing-07/10 - 02/11	\$2,230.51
San Diego Gas and Electric	Gas and electric - 03/10/11 - 04/08/11 - Cardiff P. S.	\$1,357.95
San Diego Gas and Electric	Gas and electric - 03/10/11 - 04/08/11 - Valley	\$1,909.90
San Dieguito Water District	2710 Manchester Ave - 01/24/11 - 03/28/11	\$240.72
San Dieguito Water District	Manchester - 01/24/11 - 03/28/11	\$180.36

PAYMENT OF WARRANTS

11-05

29-Apr-11

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
San Dieguito Water District	Manchester - 01/24/11 - 03/28/11	\$197.82
San Dieguito Water District	Manchester - 03/01/11 - 03/29/11	\$3,940.24
San Dieguito Water District	Manchester - 03/01/11 - 03/29/11	\$278.19
San Dieguito Water District	Manchester - 03/01/11 - 03/29/11	\$224.80
San Dieguito Water District	Manchester - 03/01/11 - 03/29/11	\$92.73
San Dieguito Water District	Manchester - 03/01/11 - 03/29/11	\$492.24
San Dieguito Water District	S. Coast Highway 101 - 01/24/11 - 03/28/11	\$41.79
San Elijo Payroll Account	Payroll - 04/08/11	\$72,573.17
San Elijo Payroll Account	Payroll - 04/22/11	\$72,636.78
Santa Fe Irrigation District	Lomas Santa Fe Dr. - 01/17/11 - 03/21/11	\$776.17
Santa Fe Irrigation District	Valley - 02/28/11 - 03/31/11	\$47.42
Specialty Seals & Accessories	Refurbish part - grit pump - plant	\$555.77
Sprint	Cellular phone service	\$667.01
Sunbelt Rentals	45' manlift - plant	\$967.45
Terra Renewal/Fleet	Biosolids hauling - March	\$3,133.24
Test America	Lab testing	\$128.00
Test America	Lab testing	\$128.00
Thornton, Michael	Expense report - conference - conference parking	\$57.45
Trees, Christopher	Expense report- conference - mileage and parking	\$94.05
Trussell Technologies, Inc.	Phase II recycled water improvement	\$1,526.00
Trussell Technologies, Inc.	Desal membrane selection	\$2,134.00
Underground Service Alert	Dig alert - March	\$100.50
Unifirst Corporation	Uniform service - March	\$148.16
Unifirst Corporation	Uniform service - April	\$232.65
UPS	Shipping - part - water reclamation	\$53.44
VWR International, Inc.	Steam scrubber under counter - lab	\$7,108.13
WEF	Membership - J. Clark	\$220.00
WEF	Membership - A. Simonson	\$179.00
Wonderware West	Standard software support	\$191.82
Total 11-05 Warrants		<u>\$432,601.77</u>

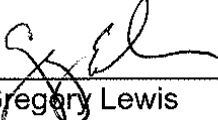
SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

29-Apr-11

PAYMENT OF WARRANTS		\$432,601.77
Reference Number	11-05	

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

29-Apr-11

FUNDS ON DEPOSIT WITH	AMOUNT
LOCAL AGENCY INVESTMENT FUND <i>(MARCH 2011 YIELD 0.50%)</i>	
SELF INSURANCE RESERVE	\$ 300,000.00
RESTRICTED SRF RESERVE	\$ 630,000.00
UNRESTRICTED DEPOSITS	\$ 5,548,569.74
CALIFORNIA BANK AND TRUST <i>(MARCH 2011 YIELD 0.01%)</i>	
REGULAR CHECKING	\$ 34,504.83
PAYROLL CHECKING	\$ 5,000.00
TOTAL RESOURCES	\$ 6,518,074.57

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SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 9, 2011

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 March 2011. The primary indicators of treatment performance include the removal of Carbonaceous Biochemical Oxygen Demand (CBOD) and Total Suspended Solids (TSS). The SEJPA is required to remove a minimum of 85 percent of the CBOD and TSS from the wastewater. Treatment levels for CBOD and TSS were 95.3 percent and 93.4 percent, respectively, for March (as shown in Figure 1 and Figure 2).

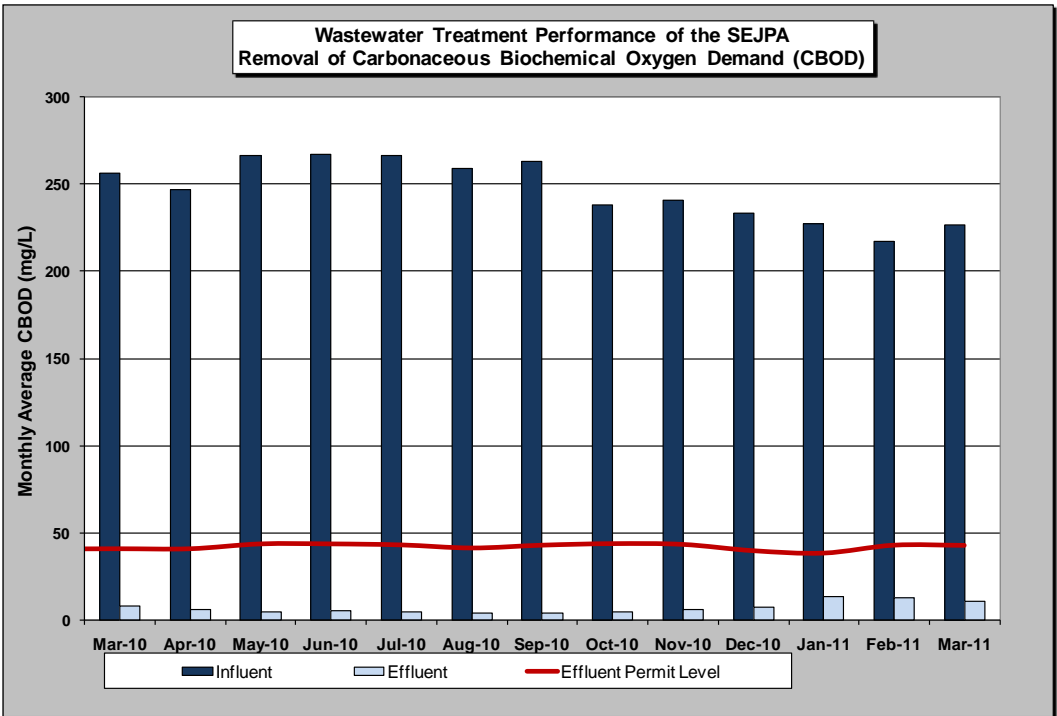


FIGURE 1

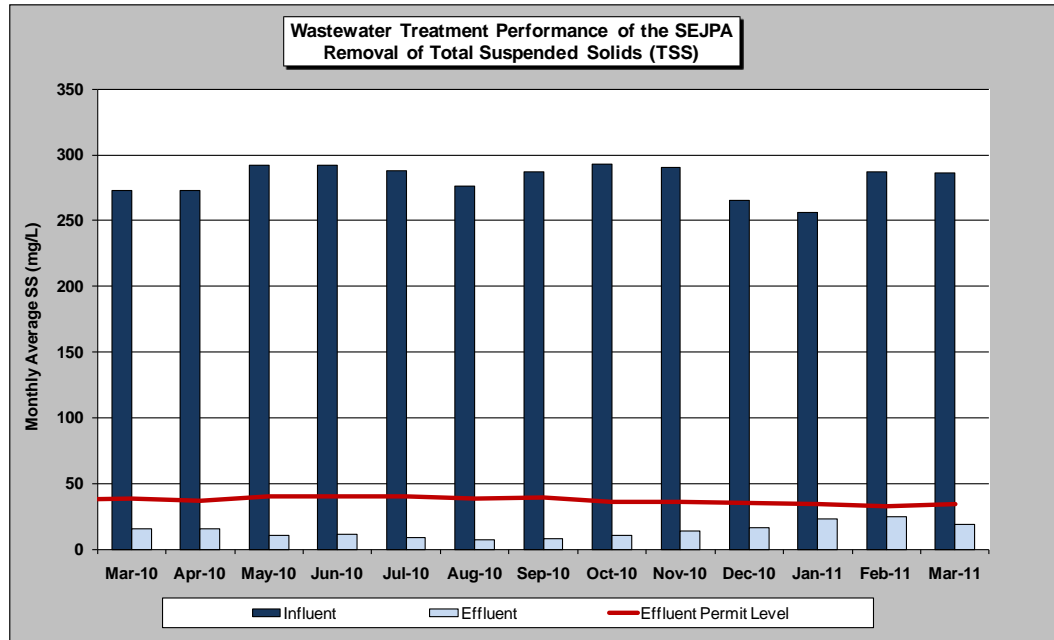


FIGURE 2

Member Agency Flows

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

	March	
	<u>Influent (mgd)</u>	<u>Effluent (mgd)*</u>
Cardiff Sanitary Division	1.387	1.186
City of Solana Beach	1.343	1.148
Rancho Santa Fe SID	<u>0.208</u>	<u>0.178</u>
Total San Elijo WRF Flow	2.938	2.512

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 average flow rate and peak flow rate is reported by the City of Escondido for the month of March.

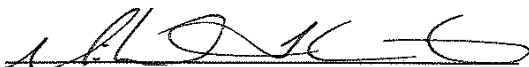
	March (mgd)
Escondido (Average flow rate)	13.4
Escondido (Peak flow rate)	18.8

Connected Equivalent Dwelling Units

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

	March (EDU)
Cardiff Sanitary Division	8,229
Rancho Santa Fe SID	480
City of Solana Beach	7,428
San Diego (to Solana Beach)	300
Total EDUs to System	16,437

Respectfully submitted,


Michael T. Thornton, P.E.
General Manager

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

SEJPA AVERAGE DAILY INFLUENT FLOW

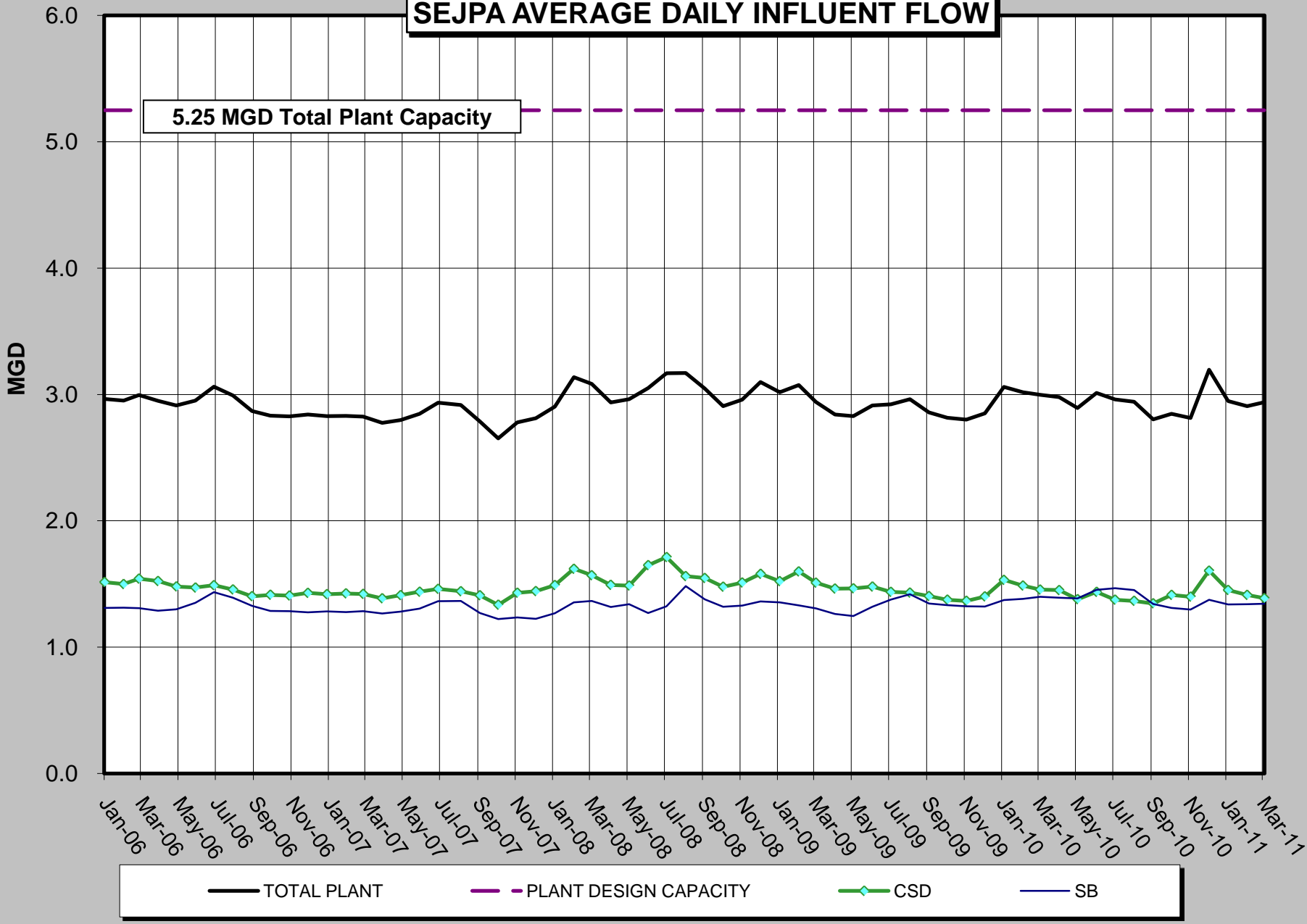


FIGURE 3

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AGENDA ITEM NO. 10

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 9, 2011

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECLAMATION PROGRAM – MONTHLY REPORT

RECOMMENDATION

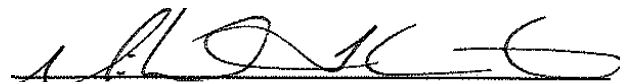
No action required. This memorandum is submitted for information only.

DISCUSSION

Recycled Water Production

For the month of March 2011, recycled water demand was 32.52 acre-feet (AF), which was met using 32.43 AF of recycled water and 0.09 AF of supplementation with potable water. This equates to a blend mix for March of 99.7 percent recycled water and 0.3 percent potable water supplementation. Figure 1 (attached) provides monthly supply demands for recycled water over the last five years. Figure 2 (attached) provides a graphical view of annual recycled water demand spanning the last ten 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

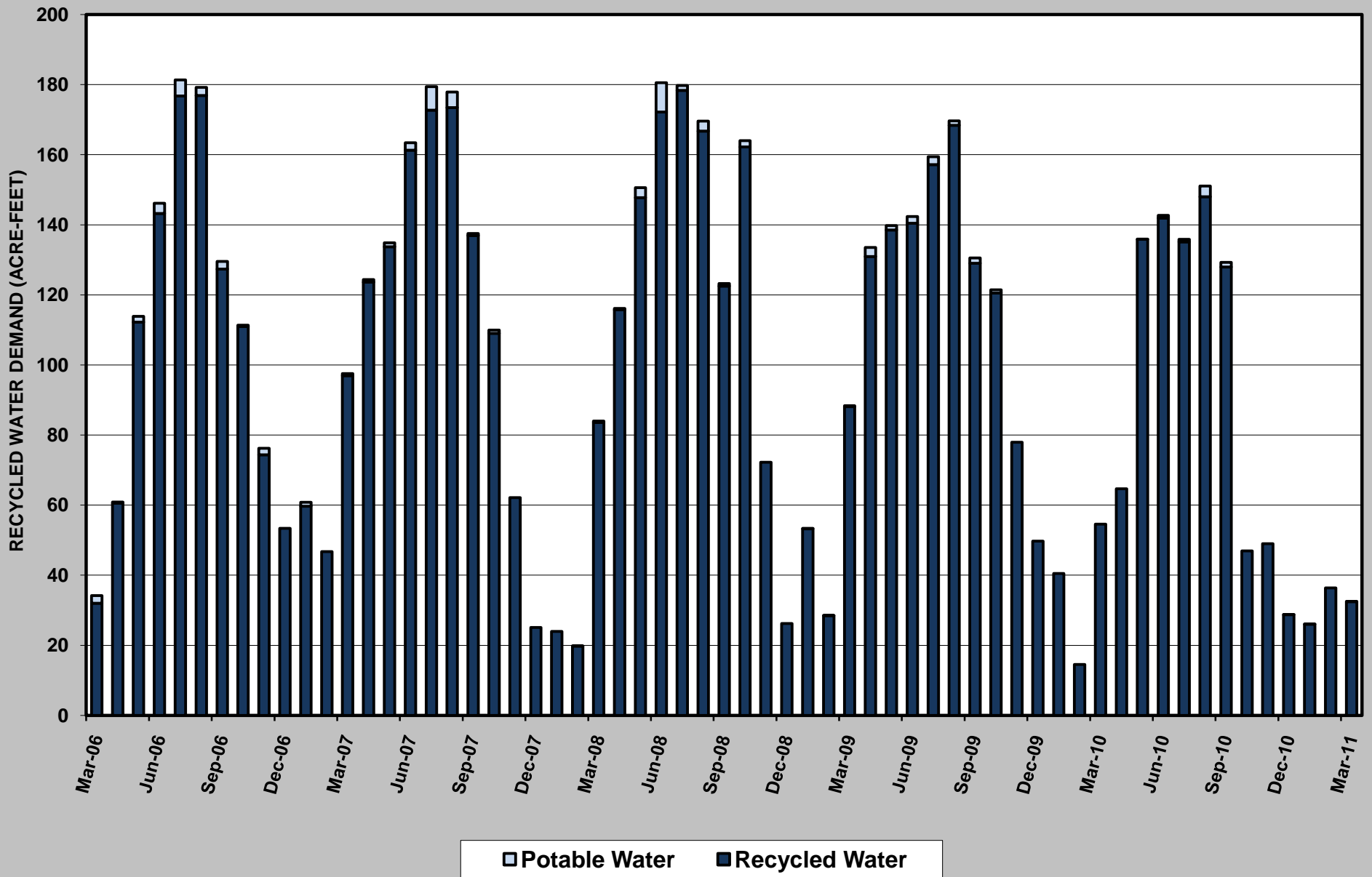


Figure 1

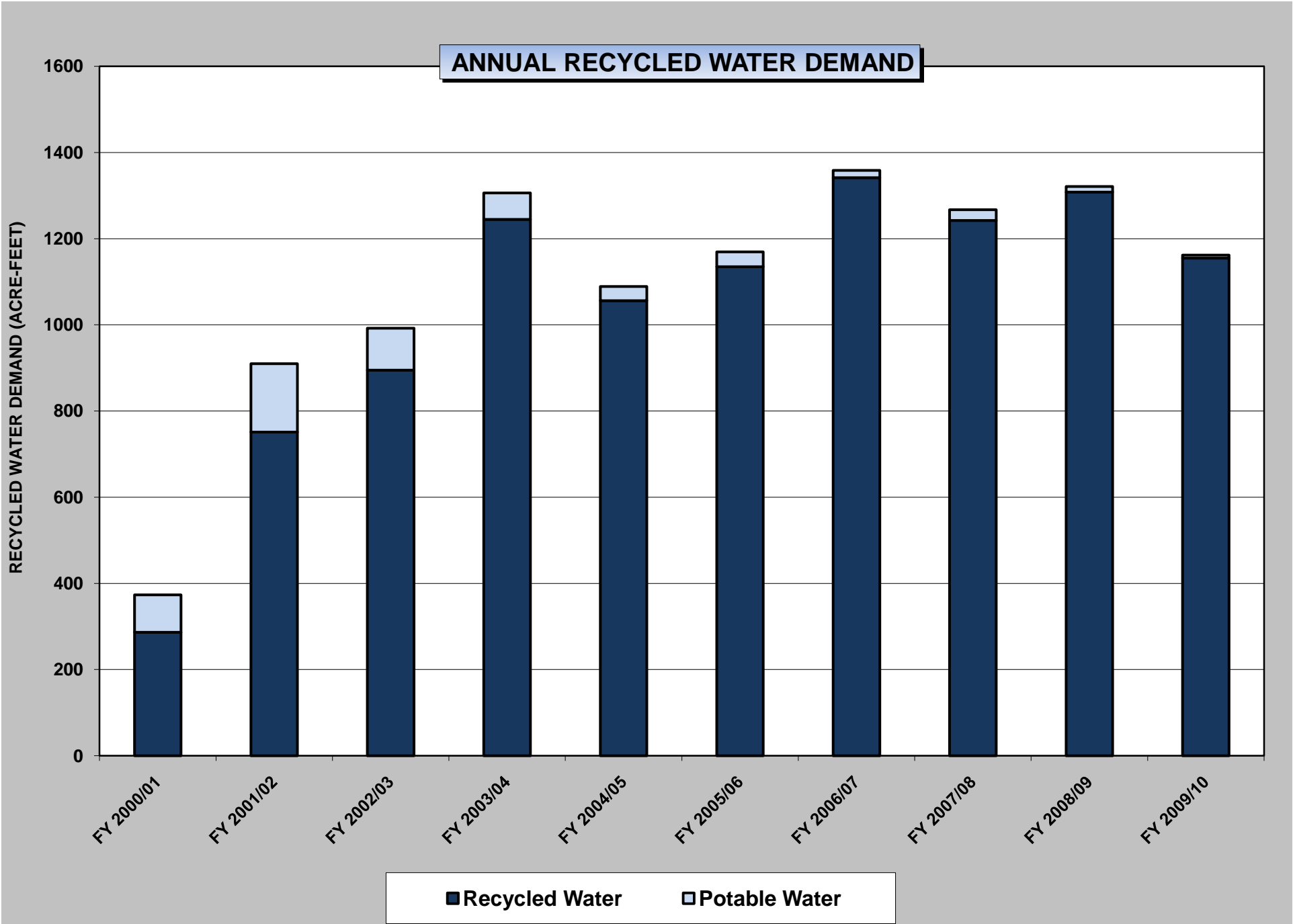


Figure 2

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 9, 2011

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: Director of Finance/Administration

SUBJECT: SAN ELIJO JOINT POWERS AUTHORITY FISCAL YEAR 2011-12
RECOMMENDED BUDGET UPDATE

RECOMMENDATION

It is recommended that the Board of Directors:

1. Discuss and take action, as appropriate.

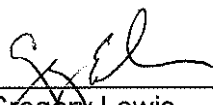
DISCUSSION

SEJPA staff has had discussions with staff from both Member Agencies during the past month. There were no recommendations made to change any of the information presented in the Fiscal Year 2011-12 budget. The budget will be presented to the Board of Directors for adoption at the June meeting. Any further action from this meeting will be incorporated into the budget before the June meeting.

It is, therefore, recommended that the Board of Directors:

1. Discuss and take action, as appropriate.

Respectfully submitted,



Gregory Lewis
Director of Finance/Administration

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 9, 2011

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR THE ELECTRICAL
UPGRADES PROJECT FOR THE SAN ELIJO WATER RECLAMATION
FACILITY

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve and authorize the General Manager to issue the Notice of Award to Southern Contracting Company;
2. Approve and authorize the Chair of the Board to execute Agreement for Construction Services between San Elijo Joint Powers Authority and Southern Contracting Company, upon receipt and approval of all bid submittal requirements;
3. Approve and authorize the General Manager to issue the Notice to Proceed to Southern Contracting Company, upon receipt and approval of all bid submittal requirements; and
4. Discuss and take action, as appropriate.

DISCUSSION

Many of the existing electrical systems at the San Elijo Water Reclamation Facility (SEWRF) have more than 30 years of service and are nearing the end of their expected life cycle. The equipment is becoming less reliable and replacement parts have become difficult to locate. As a result, the 2007 Facility Master Plan prepared by Carollo Engineers and the SEJPA Asset Management Program identified the upgrade and replacement of aging electrical systems at the SEWRF as a priority project.

The Electrical Upgrades Project's design, prepared by Camp Dresser & McKee, was completed in January 2011. The project was advertised for public bidding in March 2011, and a mandatory pre-bid conference was held at the San Elijo Water Reclamation Facility on March 17, 2011. Bids were received and opened on April 14, 2011, at 10:00 am.

The budget for the construction phase of the project is \$980,000, with the Engineer's opinion of probable cost listed as \$973,928. The results of the construction bids are as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Southern Contracting Company	\$1,058,900.00*
NEWest Construction	\$1,059,034.00
Neal Electric	\$1,404,120.00

**Denotes Apparent Low Bidder*

SEJPA staff has conducted a review of Southern Contracting Company's bid proposal and relevant experience. The bid proposal appears complete and meets the bid proposal specifications, and Southern Contracting Company has satisfactory experience in similar-type work. It is therefore recommended to award the contract for construction of the Electrical Upgrades Project to Southern Contracting Company. This award is contingent upon verification that the Apparent Low Bidder meets bid requirements, including bonding and insurance.

FINANCIAL IMPACT

The Facility Master Plan prepared by Carollo Engineers provided a planning level cost estimate of \$1.36 million. Upon the completion of the final design documents, the new estimated total project cost is approximately \$1.34 million. The project budget is itemized as (1) design and construction management, (2) administration and legal (3) construction, and (4) contingency funding. The project budget is presented below.

Table 1: Electrical Improvements Project Budget

PROJECT ELEMENT	BUDGET
Design & Construction Management	\$210,000
Administration & Legal (3.5% of construction)	\$34,300
Construction	\$980,000
Contingency funding (12% of construction)	\$117,600
Total	\$1,341,900

The apparent low bid for construction was \$1,058,900, which is approximately 8 percent higher than the budget expectations for the construction component of the project. However, the overall cost for the project is still within the total project budget.

As of the Fiscal Year 2010-11, the SEJPA appropriated \$845,000 for this project, with plans to budget \$497,000 in FY 2011-12. SEJPA staff has discussed this project with staff from the Member Agencies to gain agreement on the need for the project, project scope, and the funding requirement for FY 2011-12. This funding request is consistent with previous funding projections by the SEJPA to the Member Agencies for FY 2011-12 capital projects.

SUMMARY

In accordance with the SEJPA purchasing policy, formal bids were solicited for construction of the Electrical Upgrades Project. The General Manager recommends award of contract to the Apparent Low Bidder for construction services. Funds in the amount of \$497,000 will need to be appropriated in the Fiscal Year 2011-12 budget to complete this project.

It is therefore recommended that the Board of Directors:

1. Approve and authorize the General Manager to issue the Notice of Award to Southern Contracting Company;
2. Approve and authorize the Chair of the Board to execute Agreement for Construction Services between San Elijo Joint Powers Authority and Southern Contracting Company, upon receipt and approval of all bid submittal requirements;
3. Approve and authorize the General Manager to issue the Notice to Proceed to Southern Contracting Company, upon receipt and approval of all bid submittal requirements; and
4. Discuss and take action, as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment 1: San Elijo Joint Powers Authority—Bid Analysis
Attachment 2: Agreement between SEJPA and Southern Contracting Company
For Electrical Upgrades

Memorandum

Date: April 26, 2011
To: Mike Thornton
Cc: Chris Trees, Greg Lewis
From: Adam Hoch, P.E.
RE: SE2011-EU Electrical Upgrades Project Bid Analysis

BACKGROUND

Many of the existing electrical systems at the San Elijo Water Reclamation Facility (SEWRF) have more than 30 years of service and are nearing the end of their expected life cycle. The equipment is becoming less reliable and replacement parts have become difficult to locate. As a result, the 2007 Facility Master Plan prepared by Carollo Engineers and the SEJPA Asset Management Program identified the upgrade and replacement of aging electrical systems at the SEWRF as a priority project.

The Electrical Upgrades Project's design, prepared by Camp Dresser & McKee, was completed in January 2011. The project was advertised for public bidding in March 2011, and a mandatory pre-bid conference was held at the San Elijo Water Reclamation Facility on March 17, 2011. Bids were received and opened on April 14, 2011, at 10:00 am.

DISCUSSION

The following contractors and bids were submitted for this project:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
<i>Southern Contracting Company</i>	<i>\$1,058,900.00*</i>
NEWest Construction	\$1,059,034.00
Neal Electric	\$1,404,120.00

****Denotes Apparent Low Bidder***

SEJPA staff performed an analysis of the bidding documents for completeness and conformity with the contract specifications. In addition, contractor licenses, bond verification, and references were checked for the apparent low bidder. Enclosed is a summary Spreadsheet with a cost breakdown for each contractor that submitted bids. As is noted on the spreadsheet, Southern contracting company did not list any equipment or material source information in the bidding documents. After a discussion with a representative of Southern Contracting Company, the SEJPA accepted Southern Contracting Company's interpretation

of the bidding documents. Detailed discussion of this issue was communicated via letters between the SEJPA and Southern Contracting Company, which are enclosed for reference.

Based on the bid analysis, Southern Contracting Company's bid proposal appears complete and meets the bid proposal specifications, and Southern Contracting Company has satisfactory experience in similar-type work.

RECOMMENDATION

SEJPA staff recommends that the contract for construction of the Electrical Upgrades Project be awarded to Southern Contracting Company.

Sincerely,



Adam Hoch, P.E.

Associate Engineer

Enclosed:

Bid Analysis

04/21/2011 Bid Clarifications Letter (SEJPA to Southern)

04/21/2011 Response Letter (Southern to SEJPA)

SE2011-EU BID ANALYSIS

		Southern Contracting Company	NEWest Construction	Neal Electric
I. BID SCHEDULE				
A. BASE BID				
Bid Item	Item Description	Lump Sum Total		
1	Mobilizing Demobilizing, Contracts, Bonds, Insurance & Permits	\$ 16,300.00	\$ 30,669.00	\$ 28,900.00
2	Startup & Testing	\$ 13,600.00	\$ 13,130.00	\$ 18,450.00
3	Demolition & Modifications	\$ 43,500.00	\$ 20,390.00	\$ 63,500.00
4	Trenching, Backfilling, and Compaction	\$ 12,300.00	\$ 71,529.00	\$ 40,100.00
5	Concrete Electrical Duct Encasement	\$ 18,800.00	\$ 71,482.00	\$ 33,400.00
7	Precast Concrete Building	\$ 64,600.00	\$ 88,204.00	\$ 114,850.00
8	Fiber Optic Cabling & Equipment	\$ 11,200.00	\$ 24,210.00	\$ 27,650.00
9	Conduit Support Structure	\$ 26,500.00	\$ 25,654.00	\$ 43,100.00
10	General Electrical Requirements (Professional Services, Training, Etc.)	\$ 5,000.00	\$ 32,295.00	\$ 35,670.00
11	Raceways, Boxes, Fittings, and Support	\$ 285,500.00	\$ 151,286.00	\$ 410,720.00
12	Wires and Cables	\$ 235,000.00	\$ 194,843.00	\$ 252,450.00
13	Switchboards	\$ 69,600.00	\$ 63,175.00	\$ 59,180.00
14	Panelboards	\$ 9,800.00	\$ 12,776.00	\$ 9,180.00
15	Motor Control Centers (MCCs)	\$ 109,200.00	\$ 116,299.00	\$ 110,740.00
16	Automatic Transfer Switches	\$ 19,800.00	\$ 23,406.00	\$ 21,570.00
17	Grounding Systems	\$ 11,900.00	\$ 7,526.00	\$ 14,370.00
18	PLC Control Panel	\$ 40,550.00	\$ 48,689.00	\$ 51,720.00
19	Laptop Computer	\$ 1,000.00	\$ 1,242.00	\$ 1,600.00
20	Software	\$ 16,300.00	\$ 14,279.00	\$ 18,420.00
21	Balance of Work Included in the Overall Project Scope	\$ 20,550.00	\$ 17,856.00	\$ 22,350.00
Base Bid Total		\$ 1,031,000.00	\$ 1,028,940.00	\$ 1,377,920.00
B. OPTIONAL BID ITEMS				
Bid Item	Item Description	Lump Sum Total		
22	Panel and Transformer Relocation	\$ 27,900.00	\$ 30,094.00	\$ 26,200.00
Optional Bid Items Total:		\$ 27,900.00	\$ 30,094.00	\$ 26,200.00
C. TOTAL BID AMOUNT				
		\$ 1,058,900.00	\$ 1,059,034.00	\$ 1,404,120.00
II. PROVIDED REQUIRED BID ITEMS:				
PROPOSAL		X	X	X
DESIGNATION OF SUBCONTRACTORS		X	X	X
GENERAL INFORMATION		X	X*	X
INSURANCE INFORMATION		X	X	X
EQUIPMENT/MATERIAL SOURCE INFO		NONE LISTED*	NONE LISTED	X*
BID AMT. & INDEMNIFICATION CERT.		X	X	NO SIGNATURE
IMMIGRATION REFORM CERT.		X	X	NO SIGNATURE
NONCOLLUSION DECLARATION		X	X	X
SIGNATURE CERTIFICATION		X	X	X
BID SCHEDULE		X	X	X
BID BOND		X	X	X
IMMIGRATION REFORM & CONTROL ACT		X	NOT PROVIDED	X
SAFETY CERTIFICATION		X	NOT PROVIDED	X

*SEJPA Accepted Southern Contracting Company's Interpretation of this Section. See 04/21/2011 Letter.

*No Reference Projects Included

*Unapproved MCC Manufacturer



**SAN ELIJO
JOINT POWERS AUTHORITY**

BOARD OF DIRECTORS

Teresa Barth
Thomas M. Campbell
Maggie Houlihan
David W. Roberts

ADMINISTRATION

Michael T. Thornton
General Manager

4/21/2011

Mr. Timothy R. McBride
President
Southern Contracting Company
559 N. Twin Oaks Valley Road
San Marcos, CA 92069

Subject: Project No. SE2011-EU, Bid Clarifications

Dear Mr. McBride:

Thank you for recently submitting a bid for the San Elijo Joint Powers Authority's (SEJPA) Electrical Upgrades Project, Project No. SE2011-EU. Southern Contracting Company was the apparent low-bidder with a bid of \$1,058,900.00. However, during analysis of the bidding documents, the SEJPA identified that Southern Contracting Company did not include Equipment/Material Source Information on page 00300-5, whereas other bidders provided this information for major equipment.

Per a conversation with a Southern Contracting Company representative, Philip Waterman, on 04/21/2011, it is my understanding that Southern Contracting Company interpreted the Equipment/Material Source Information bid section as requiring the provision of a Manufacturer/Supplier only if a particular Equipment/Material was listed by the SEJPA. The SEJPA accepts Southern Contracting Company's interpretation of the bidding documents. However, we would still like to request confirmation that Southern Contracting Company understands the type, function, quality, and quantity of equipment and materials to be provided as part of this contract, and can furnish and install such equipment and materials within the lump sum price provided in Southern Contracting Company's bid package.

Please respond in writing within seven (7) days to confirm that Southern Contracting Company understands and can comply with all project requirements, especially the requirements that apply to the procurement and installation of equipment and materials.

If you have any questions or would like to discuss this matter further, please let me know. I can be reached at 760-753-6203 x 77.

Sincerely,

Adam Hoch, P.E.
Associate Engineer

Enclosed: Bid Proposal – Southern Contracting Company

San Elijo Joint Powers Authority
San Elijo Water Reclamation Facility
Electrical Upgrades Project

SECTION 00300

PROPOSAL

PROPOSAL TO THE SAN ELIJO JOINT POWERS AUTHORITY
FOR
ELECTRICAL UPGRADES PROJECT

PROPOSAL SUBMITTED BY:

Name of Bidder Southern Contracting Company

Business Address 559 N. Twin Oaks Valley Road
San Marcos, CA 92069

The undersigned Bidder proposes and agrees, if this Bid is accepted by the OWNER, to enter into a contract with the OWNER in the form of agreement included in the Contract Documents to complete all Work as specified or indicated under the contract and the Special Provisions and Drawings annexed hereto and including Addenda Nos. 1, 2, and , and also in accordance Parts 2, 3, and 4 of the Standard Specifications for Public Works Construction (2006 Edition); and the Regional Supplement Amendments for use in connection with the Standard Specifications for Public Works Construction (2006 Edition); and in accordance with all other Contract Documents.

The undersigned Bidder accepts all of the terms and conditions of the Notice Inviting Bids and Instructions to Bidders, including without limitation those dealing with the disposition of the Bid Security. This Bid will remain open for seventy-five (75) days after the day of Bid opening, unless otherwise required by law. Bidder will sign and deliver the required number of Agreement counterparts within twelve (12) working days after receipt of the Agreement counterparts from the OWNER, and will furnish the insurance certificates, Payment Bond, and Performance Bond required by the Contract Documents.

The undersigned Bidder agrees that if this Proposal shall be accepted and the undersigned shall fail to sign and deliver the Agreement counterparts as aforesaid and to give both, in sums as stated in the Notice Inviting Bids, a faithful Performance Bond and a Payment Bond as required by California State law and by the specifications with surety satisfactory to the OWNER, and the required insurance certificates, within twelve (12) working days after the undersigned has received notice of the award of the Contract from the OWNER and that the Contract is ready for signature, the OWNER may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the forfeiture of the security accompanying this Proposal shall operate and the same shall be the property of the OWNER.

By signing this proposal on the signature portion hereof, the undersigned, as bidder, under penalty of perjury deposes and says: that the CONTRACTOR listed herein is licensed to perform Work in the State of

San Elijo Joint Powers Authority
San Elijo Water Reclamation Facility
Electrical Upgrades Project

California according to the Contractor's License Law and that the license number and expiration date specified herein are true and in accordance with Business and Profession Code Amendment 7028.15(e). Any Bid not containing this information, or Bid containing information which is subsequently proven false, shall be considered non responsive and shall be rejected.

By signing this proposal on the signature portion hereof, the undersigned, as Bidder, under penalty of perjury deposes and says: that the only persons or parties interested in this Proposal as Principals are those named herein; that the Bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with said proposal; that the undersigned Bidder has examined the site and locality where the Work is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as Bidder deems necessary.

The Bidder's execution of the signature portion of this proposal shall also constitute an endorsement and execution of those certificates and attachments, which are a part of this proposal.

In addition, the undersigned Bidder has examined the annexed proposed form of contract, and the Drawings, Special Provisions and/or Specifications therein referred to; and the undersigned proposes, and agrees if this Proposal is accepted, that the undersigned will furnish the required Bonds and Contract with the OWNER, in the form and copy of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the Work and furnish all the materials specified in the Contract, in the manner and time therein set forth, and that the undersigned will take in full payment therefore the unit and/or lump sum prices named in the following bid schedule(s).

San Elijo Joint Powers Authority
 San Elijo Water Reclamation Facility
 Electrical Upgrades Project

DESIGNATION OF SUBCONTRACTORS

The Bidder shall list below the name and business address of each subcontractor who will perform Work under this contract in excess of one-half of one percent of the CONTRACTOR's total bid price, and shall also list the portion of the Work which will be done by such subcontractor. After the opening of proposals, no changes or substitutions will be allowed except as otherwise provided by law. The Bidder's attention is directed to the provisions of the General Conditions that require that not less than fifty (50) percent of the Work shall be performed with the Bidder's own forces. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection.

The Bidder understands that if the Bidder fails to specify a subcontractor for any portion of the Work to be performed under the contract in excess of one-half of one percent of the Bid, the Bidder shall be deemed to have agreed to perform such portion, and that the Bidder shall not be permitted to sublet or subcontract that portion of the Work except in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record of the Awarding Authority, setting forth the facts constituting the emergency or necessity in accordance with the provision of the Subletting and Subcontracting Fair Practices Act (Section 4100 et seq. of the California Public Contract Code). The Bidder may one list one subcontractor for each portion of the work as described by the Bidder in the space provided below.

If no subcontractors are to be employed on the project, enter the word "None."

<u>Description of Work to be Performed</u>	<u>Percent of Total Contract</u>	<u>Subcontractor's Name & Address</u>	<u>Subcontractor's License Number</u>
Civil	2.7	Eastern Valley General Engineering 6852 Pear Tree Dr, Carlsbad, CA 920	904784
Fiberoptic	.94	Atlas Integrated Systems 1010 Tourmaline, San Diego, CA 92109	777306
Electrical Testing	.72	Power Systems Testing 600 S. Grand Ave. #113 Santa Ana, CA 92705	306378

San Eljo Joint Powers Authority
San Eljo Water Reclamation Facility
Electrical Upgrades Project

Note: Bidder must provide subcontractor's name and address with Bid. Bidder has no more than twenty four (24) hours after the bid date and time to provide additional information other than the subcontractor's name and address. Attach additional sheets if required.

GENERAL INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the following information. Failure to comply with this requirement will render the Proposal non-responsive and may cause its rejection. Additional sheets shall be attached as required. Low bidder shall provide required additional information within ten (10) days of OWNER's request.

Bidder's name, address, and telephone number: Southern Contracting Company
559 N. Twin Oaks Valley Rd, San Marcos, CA 92069

Contractor's license: Primary classification: A, C-10
State License No.: 222252 Expiration date: 12/31/2012
Supplemental classifications held, if any: _____

Number of years as a contractor in construction work of this type: 47

List two (2) projects completed as of recent date involving work of similar type and complexity:

<u>Project</u>	<u>Contract Price</u>	<u>Name, Address and Telephone Number of OWNER</u>
<u>CRA Pumping Plants</u>	<u>\$5,246,000.00</u>	<u>Metropolitan Water Department of Southern</u>
<u>700 N. Alameda St, Third Floor, Los Angeles, CA 90012</u>		<u>Contact, Roy Howards (951) 926-7035</u>
<u>JB Latham Treatment Plant</u>	<u>\$1,370,000.00</u>	<u>Southern Orange County Water Authority</u>
<u>34156 Del Obispo St, Dana Point, CA 92629</u>		<u>Contact, Brian Peck (949) 234-5411</u>

Name of person who inspected site of proposed work for your firm:
Name: Joe Teti Date of Inspection: March 17, 2011

Name, address, and telephone number of the surety company and agent who will provide the required bonds on this contract: Maloney & Associates - John Maloney (760) 738-2610
435 West Grand Avenue, Escondido, CA 92025

INSURANCE INFORMATION:

Workers Compensation:	Surety Agent Company	<u>Seabright Insurance Company</u>
	Phone Number	<u>(714) 918-5919</u>
	Contact Name	<u>Renee M. Ceccacci</u>
Liability	Surety Agent Company	<u>Travelers - Greg Wells (619) 455-6566</u>

San Elijo Joint Powers Authority
San Elijo Water Reclamation Facility
Electrical Upgrades Project

	Phone Number	(760) 744-0760
	Contact Name	Philip Waterman
Auto:	Surety Agent Company	Travelers Casualty & Surety Co (Auto)
	Phone Number	619-455-6566
	Contact Name	Greg Wells

Low Bidder to submit the experience resume of the person who will be designated chief construction superintendent.

Low Bidder to submit a notarized and verified financial statement, references, and other information, sufficiently comprehensive to permit an appraisal of Bidder's current financial condition.

EQUIPMENT/MATERIAL SOURCE INFORMATION

The Bidder shall indicate opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the Bid. Failure to comply with this requirement will render the proposal non-responsive and may cause its rejection. Awarding of a Contract under this Bid will not imply approval by the OWNER of the manufacturers or suppliers listed by the Bidder. Regardless of the listed Manufacturers/Supplier, all products or equipment to be furnished by the CONTRACTOR must conform to all requirements of the Specifications and Drawings. The Bidder agrees to provide the listed products under this contract, and, after the opening of proposals, no changes or substitutions will be allowed without written approval of the OWNER.

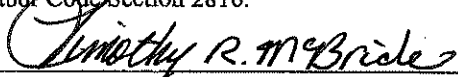
	<u>Equipment/Material</u>	<u>Manufacturer/Supplier</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____

San Elijo Joint Powers Authority
San Elijo Water Reclamation Facility
Electrical Upgrades Project

- 10. _____
- 11. _____
- 12. _____

BIDDER'S CERTIFICATION REGARDING TOTAL BID AMOUNT AND INDEMNIFICATION FOR LIABILITIES AND PENALTIES FOR VIOLATIONS OF LABOR CODE SECTION 2810

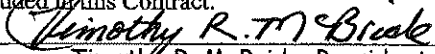
In signing below, Bidder certifies that its total bid amount requests sufficient funds to allow Bidder to comply with all applicable laws or regulations governing the goods and services to be provided under the Contract. Furthermore, Bidder hereby indemnifies Owner for liabilities and penalties for violations of Labor Code Section 2810.



Timothy R. McBride, President

BIDDER'S CERTIFICATION OF AWARENESS OF IMMIGRATION REFORM AND CONTROL ACT OF 1986

Bidder certifies that Bidder is aware of the requirements of the Immigration Reform and Control Act of 1986 (8 USC Secs. 1101- 1525) and will comply with these requirements, including but not limited to verifying the eligibility for employment of all agents, employees, subcontractors and consultants that are included in this Contract.



Timothy R. McBride, President

NONCOLLUSION DECLARATION

(To be submitted with Bid)

In accordance with Section 7106 of the State of California Public Contract Code, Bidders are required to execute the following Noncollusion Declaration.

San Elijo Joint Powers Authority
San Elijo Water Reclamation Facility
Electrical Upgrades Project

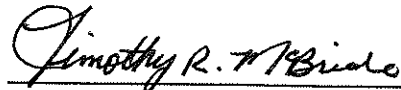
NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

I, Timothy R. McBride, declare that I am President
(Name) (Title)

of Southern Contracting Company, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder or fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed on April 14, 20 11, in San Marcos, CA 92069.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

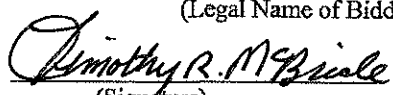

(Signature of Declarant)

END OF NONCOLLUSION DECLARATION

San Elijo Joint Powers Authority
San Elijo Water Reclamation Facility
Electrical Upgrades Project

BIDDER'S SIGNATURE CERTIFICATE

I hereby certify, under penalty of perjury, that the foregoing Proposal is true, correct, and legally submitted.

BIDDER: Southern Contracting Company
(Legal Name of Bidder)
by:  President
(Signature) (Title)
Timothy R. McBride

Dated April 14, 2011, at San Marcos, CA 92069

Business Address: 559 N. Twin Oaks Valley Road
San Marcos, CA 92069

Telephone: (760) 744-0760
Corporation Address: 559 N. Twin Oaks Valley Rd, San Marcos, CA 92069
Incorporated: State of California 12/1963 - License No. 222252 A, C-10

NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if Bidder is a copartnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts in behalf of the copartnership; and if Bidder is an individual, his signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be submitted with the Bid; otherwise, the Bid may be disregarded as irregular and unauthorized and therefore non-responsive.

END OF BIDDER'S SIGNATURE CERTIFICATE

San Elijo Joint Powers Authority
 San Elijo Water Reclamation Facility
 Electrical Upgrades Project

BID SCHEDULE

Bidder will complete the Work for the following lump sum price, including the Base Bid plus all Optional Bid Items: ONE MILLION FIFTY EIGHT THOUSAND NINE HUNDRED

BASE BID

Performance of all work indicated in the Specifications, except optional bid items, categorized as follows:

<u>Bid Item</u>	<u>Description</u>	<u>Lump Sum Total</u>
A. General		
1	Mobilization, Demobilization, Contracts, Bonds, Insurance, & Permits	\$ <u>16,300.00</u>
2	Startup & Testing	\$ <u>13,600.00</u>
B. Site Work		
3	Demolition and Modifications	\$ <u>43,500.00</u>
4	Trenching, Backfilling, and Compaction	\$ <u>12,300.00</u>
C. Concrete		
5	Concrete Electrical Duct Encasement	\$ <u>18,800.00</u>
E. Special Construction		
7	Precast Concrete Building	\$ <u>64,600.00</u>
8	Fiber Optic Cabling & Equipment	\$ <u>11,200.00</u>
9	Conduit Support Structure	\$ <u>26,500.00</u>
F. Electrical		
10	General Electrical Requirements (Professional Services, Training, Etc.)	\$ <u>5,000.00</u>
11	Raceways, Boxes, Fittings, and Support	\$ <u>285,500.00</u>
12	Wires and Cables	\$ <u>235,000.00</u>
13	Switchboards	\$ <u>69,600.00</u>
14	Panelboards	\$ <u>9,800.00</u>
15	Motor Control Centers (MCCs)	\$ <u>109,200.00</u>
16	Automatic Transfer Switches	\$ <u>19,800.00</u>
17	Grounding Systems	\$ <u>11,900.00</u>

San Elijo Joint Powers Authority
 San Elijo Water Reclamation Facility
 Electrical Upgrades Project

G. Instrumentation

18	PLC Control Panel	\$ 40,550.00
19	Laptop Computer	\$ 1,000.00
20	Software	\$ 16,300.00

H. Miscellaneous

21	Balance of work included in the overall project scope.	\$ 20,550.00
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Base Bid Total \$ 1,031,000.00

OPTIONAL BID ITEMS: BID SCHEDULE A

Bidder must include all Optional Bid Items. These items are described as "optional" because the OWNER, in its sole discretion, may decide to accept these items and include them in the Contract.

<u>Bid Item</u>	<u>Description</u>	<u>Lump Sum Total</u>
22	Panel and transformer relocation.	\$ 27,900.00

Total Bid (Bid Items 1 through 22) – Base Bid plus all Optional Bid Items

One million fifty eight thousand nine hundred \$ (1,058,900.00)
 (figures)

 (words)

The Contract will be awarded based on the total bid including the Base Bid and all Optional Bid Items.

END OF BID SCHEDULE



Southern Contracting Company

LIC NO. 222252

559 Twin Oaks Valley Road • P.O. Box 445 • San Marcos, California 92079
Phone 760-744-0760 Fax 760-744-6475

Mr. Adam Hoch, P.E.
Associate Engineer
San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff by the Sea, CA 92007

April 21, 2011

Project: SE2011-EU, Bid Clarifications
Subject: Project Requirements

Mr. Hoch,

In response to your letter dated 4/21/2011, please be advised that Southern Contract Co. herewith confirms that we understand and will comply with all of the project requirements, specifically the requirements that apply to the procurement and installation of equipment and materials.

We look forward to working with you on this important project.

If you have questions or require additional information, please contact me at your convenience.

Sincerely,
Southern Contracting Co.

Philip Waterman
Director of Electrical Operations
C:97661\Contract

SECTION 00500

AGREEMENT

For: ELECTRICAL UPGRADES PROJECT

THIS AGREEMENT is made and entered into by and between the San Elijo Joint Powers Authority, hereinafter referred to as "OWNER", and Southern Contracting Company, hereinafter referred to as "CONTRACTOR".

RECITALS

OWNER requires a general CONTRACTOR to construct a public works project generally described as the Electrical Upgrades Project.

CONTRACTOR represents itself as possessing the necessary skills and qualifications to construct the public works project required by the OWNER and possesses the required CONTRACTORS license of the appropriate classifications.

CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in the Information Available to Bidders and accepts the limitations set forth in the General Conditions as to the extent to which the CONTRACTOR may rely on the information contained in such reports and drawings or otherwise provided by the OWNER or the ENGINEER.

CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to above which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the Work as the CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 3 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by the CONTRACTOR for such purposes.

CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing facilities, existing utilities, existing underground or concealed utilities and existing underground facilities at or contiguous to the site and accepts the limitations set forth in the General Conditions as to the extent to which the CONTRACTOR may rely on such information or on other information provided by the OWNER, or the ENGINEER. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect to said existing facilities, existing utilities,

Initials: _____

existing underground or concealed utilities and underground facilities are or will be required by the CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 3 of the General Conditions.

CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

CONTRACTOR has given the OWNER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution therefore by the OWNER is acceptable to the CONTRACTOR.

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, and in consideration of the payments and agreements hereinafter mentioned, the OWNER and CONTRACTOR agree as follows:

The CONTRACTOR agrees with the OWNER, at the CONTRACTOR's own proper cost and expense, to do all the Work and furnish all the materials, except such as are mentioned in the specifications to be furnished by the OWNER, necessary to construct and complete the Work in a good, workmanlike and substantial manner and to the satisfaction of the OWNER.

Said Work is to be performed in accordance with the Contract Specifications, Drawings, and/or Provisions annexed hereto including Addenda Nos. ___1_ and ___2___, and also in accordance with Parts 2, 3, and 4 of the Standard Specifications for Public Works Construction (2006 Edition); and the Regional Supplement Amendments for use in connection with the Standard Specifications for Public Works Construction (2006 Edition).

The Work to be done is described in Contract Specifications, which are hereby made a part of this Contract.

1.0 CONTRACTOR DECLARATIONS

The CONTRACTOR declares the Work will be conducted pursuant to the following additional requirements of the State of California:

1.1 Prevailing Wage Scale: Reference is hereby made to the rate of prevailing wage scale established by the State of California Director of Industrial Relations, a copy of which is available for inspection in the OWNER's office, the provisions of which are hereby specified as the rate of prevailing wage to be paid workers on this Project, and the provisions of Article 2, Chapter 1, Part 7, Division 2 (commencing with Section 1770) of the Labor Code shall be complied with. As applicable to the Work and pursuant to Sections 1770 et seq. of the Labor Code, CONTRACTOR and any of CONTRACTOR's subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. CONTRACTOR shall post a copy of such determination at each job site.

1.1.1 The CONTRACTOR shall be subject to the penalties set forth in Section 1775 of the Labor Code for any violation of prevailing wage requirements.

Initials: _____

1.2 Hours of Labor: Eight-hour labor constitutes a legal day's work. The CONTRACTOR shall forfeit, as penalty to the OWNER, twenty-five dollars (\$25.00) for each worker employed in the execution of the Contract by him or by any subcontractor, for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week, except as permitted by the provisions of Article 3, Chapter 1, Part 7, Division 2 (commencing with Section 1810) of the Labor Code of the State of California.

1.3 Apprentices: The CONTRACTOR has the responsibility to comply with the provisions of Section 1777.5 of the Labor Code for all apprenticeable occupations, including but not limited to, employment requirements, training requirements and payment of the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered. Prior to commencing Work on the Project, the CONTRACTOR shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the Work, and shall also submit a copy of such information to the OWNER. Within 60 days after concluding the Work, the CONTRACTOR and each subcontractor shall submit to the OWNER, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed. Pursuant to Section 1777.5, subdivision (e), this information shall be public. Penalties for violations of Section 1777.5 are set forth in Section 1777.7 of the Labor Code. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Director of the Department of Industrial Relations, who is the Administrative Officer of the California Apprenticeship Council.

1.4 Prohibited Employment Discrimination: Attention is directed to Section 1735 of the California Labor Code, 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. Every Contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter.

1.5 Workers' Compensation Insurance: In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the California Labor Code, the CONTRACTOR is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. The undersigned CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation claims or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the Work in this Contract.

1.6 Security for Compensation: The CONTRACTOR further agrees to secure the payment of compensation to his employees in accordance with the provisions of Section 3700 of the California Labor Code.

Initials: _____

1.7 CONTRACTOR Claims Against the District: Effective January 1, 1991, the California Legislature enacted a requirement that all contract claims of three-hundred and seventy-five thousand dollars (\$375,000.00) or less on local government public works contracts must be submitted to mediation and judicial arbitration. Article 1.5 (Sections 20104 through 20104.6, inclusive) of Chapter 1 of Part 3 of the Public Contract Code concerning Resolution of Construction Claims, is hereby incorporated into this agreement. See General Conditions Paragraph 9.4, regarding disputes, and Supplementary Conditions Paragraph SC10.1, for a summary of the timing provisions in Section 20104 through 20104.6.

1.8 CONTRACTOR'S License: The CONTRACTOR declares that it possesses a valid California CONTRACTOR's License of the required class, Specialty Contractor C-10 Electrical Contractor, at the time of signing this Agreement. The CONTRACTOR shall affirm its license number, classification and expiration date as stated on its Bid by signing this Agreement, and shall maintain such license during the term of this Agreement. The following statement is included in accordance with Section 7030 of the California Business and Professions Code:

"Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826."

1.9 Payroll Records: The CONTRACTOR and each subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid by each journeyman, apprentice, worker, other employee employed by him or her in connection with the Work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any Work performed by his or her employees on the Project. The payroll records shall be certified, available for inspection, and copies thereof furnished as prescribed in Section 1776 of the Labor Code. The CONTRACTOR shall inform the OWNER of the location of the records, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address. Penalties for noncompliance include those provided at subdivision (g) of Section 1776 of the Labor Code.

2.0 SECURITY FOR CONTRACTOR'S PROMISE TO PERFORM

2.1 CONTRACTOR shall post and maintain during the full term of this Contract, a security for CONTRACTOR's promise to perform this Contract:

Initials: _____

A. The amount of the performance security shall be 100% of the total amount payable by the terms of this Contract.

B. The form of the security shall be:

1. Cash;
2. Cashier's check made payable to the OWNER;
3. A certified check made payable to the OWNER;
4. A bond, executed by an approved surety insurer using the Performance Bond form found herein or a substitute form acceptable to and approved by the OWNER, made payable to the OWNER; or

5. The CONTRACTOR may elect to deposit securities of a value equivalent to the amount of the performance security in accordance with the provisions of § 22300 of the Public Contract Code. The OWNER will make the final determination as to the value of the posted securities.

2.2 Payments will be made to the CONTRACTOR for work performed at the times and in the manner provided in the Contract Documents. Payment will be made at bid prices for awarded Bid Items, plus amounts of approved Change Orders. The period covered by each Application for Payment shall be one calendar month ending on the last day of each month.

2.3 OWNER will retain 10% of each payment due CONTRACTOR under this Contract until completion and acceptance of the PROJECT. The CONTRACTOR may elect to deposit securities of a value equivalent to the retention in accordance with the provisions of § 22300 of the Public Contract Code and thereby become entitled to receive 100% of the payments, without retention. The OWNER will make the final determination as to the value of the posted securities. The amount of retention withheld may be reduced, or a portion of withheld retention may be returned, at the sole discretion of the OWNER.

2.4 CONTRACTOR shall file a payment bond using the Payment Bond form found herein or a substitute form acceptable to and approved by the OWNER, in the amount of 100% of total amount payable by the terms of the Contract pursuant to Civil Code § 3247.

3.0 TERM OF CONTRACT

3.1 This Contract shall be effective on and from the day, month and year of its execution by OWNER.

3.2 CONTRACTOR shall commence the construction of the PROJECT within ten (10) calendar days after the date of commencement stated in the Notice to Proceed and shall continue until all tasks to be performed hereunder are completed to the satisfaction of the OWNER or this Contract is otherwise terminated.

Initials: _____

3.3 CONTRACTOR shall fully complete the performance of this Contract within two-hundred and seventy (270) working days after the date stated in the Notice to Proceed.

3.4 Liquidated Damages: The OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.3 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall pay the OWNER five-hundred dollars (\$500.00) for each day that expires after the time specified in Paragraph 3.3 for Completion until the Work is fully complete and the OWNER issues a notice of Final Completion.

4.0 TERMINATION OF CONTRACT

In the event of the CONTRACTOR's failure to prosecute, deliver, or perform the Work as provided for in this Contract, the OWNER may terminate this Contract by notifying the CONTRACTOR by certified mail of said termination. Further termination provisions are stated at General Conditions, Article GC 15.

5.0 STATUS OF CONTRACTOR

The CONTRACTOR shall perform the services provided for herein in a manner of CONTRACTOR's own choice, as an independent CONTRACTOR and in pursuit of CONTRACTOR's independent calling, and not as an employee of the OWNER. CONTRACTOR shall be under control of the OWNER only as to the result to be accomplished and the personnel assigned to the project. However, CONTRACTOR shall confer with the OWNER as required to perform this Contract.

6.0 SUBCONTRACTING

If the CONTRACTOR subcontracts any of the Work to be performed under this Contract, CONTRACTOR shall be as fully responsible to the OWNER for the acts and omissions of the CONTRACTOR's subcontractor and of the persons either directly or indirectly employed by the subcontractor, as CONTRACTOR is for the acts and omissions of persons directly employed by CONTRACTOR. Nothing contained in the Contract shall create any contractual relations between any subcontractor of CONTRACTOR and the OWNER. The CONTRACTOR shall bind every subcontractor by the terms of the Contract applicable to CONTRACTOR's Work unless specifically noted to the contrary in the subcontract in question and approved in writing by the OWNER.

7.0 ASSIGNMENT OF CONTRACT

The CONTRACTOR has no authority or right to assign this Contract or any part thereof or any monies due thereunder to any other party without first obtaining the prior written consent of the OWNER.

Initials: _____

8.0 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent or employee of the OWNER, either before, during or after the execution of this Contract, shall effect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle CONTRACTOR to any additional payment whatsoever under the terms of this Contract.

9.0 DISPUTES

9.1 If a dispute should arise regarding the performance of this Contract, the following procedures shall be used to address any question of fact or interpretation not otherwise settled by agreement between the parties. Such questions, if they become identified as part of a dispute between persons operating under the provisions of the Contract, shall be reduced to writing by the complaining party. A copy of such documented dispute shall be forwarded to the other party involved along with recommended methods of resolution that would be of benefit to both parties. The party receiving the letter shall reply to the letter along with a recommended method of resolution within ten (10) days of receipt of the letter.

9.2 If the dispute is not resolved, the aggrieved party shall send a letter outlining the dispute to the OWNER to be resolved.

9.3 If the dispute remains unresolved and the parties have exhausted the procedures of this section, the parties may then seek remedies available to them at law.

9.4 Pursuant to Public Contracts Code Section 20104 et seq., claims of three hundred seventy five thousand dollars \$375,000 or less which arise between the CONTRACTOR and the OWNER shall be dealt with as follows:

A. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by the contract for the filing of claims.

B. Claim of less than fifty thousand dollars:

1. For claims of less than fifty thousand dollars (\$50,000.00), the OWNER will respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the OWNER may have against the claimant.

2. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the OWNER and the claimant.

3. The OWNER's written response to the claim, as further documented, shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

Initials: _____

C. Claim of fifty thousand dollars or more and less than or equal to three hundred seventy-five thousand dollars:

1. For claims of fifty thousand dollars (\$50,000.00) or more and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the OWNER will respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the OWNER may have against the claimant.

2. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the OWNER and the claimant.

3. The OWNER's written response to the claim, as further documented, will be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

D. If the claimant disputes the OWNER's written response, or the OWNER fails to respond within the time prescribed, the claimant may so notify the OWNER, in writing, either within fifteen (15) days of receipt of the OWNER's response or within fifteen (15) days of the OWNER's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the OWNER will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

E. If following the meet and confer conference the claim or any portion remains in dispute, the claimant shall file a claim pursuant to Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subsection A until the time the claim is denied, including any period of time utilized by the meet and confer conference.

F. A civil action filed to resolve a claim subject to Section 9.4 of this AGREEMENT shall be subject to the provisions of PCC §§ 20104.4 and 20104.6.

10.0 HOLD HARMLESS

10.1 CONTRACTOR agrees to indemnify and hold the OWNER; the OWNER's directors, officers, officials, employees and agents harmless from, and against any and all liabilities, claims, demands, causes of action, losses, damages and costs, including all costs of defense thereof, arising out of, or in any manner connected directly or indirectly with, any acts or omissions of CONTRACTOR or CONTRACTOR's agents, employees, subcontractors, officials, officers or representatives. Upon demand, CONTRACTOR shall, at its own expense, defend the OWNER and his directors, officers, officials, employees and agents; from and against any and all such liabilities, claims, demands, causes of action, losses, damages and costs.

10.2 CONTRACTOR's obligation herein includes, but is not limited to, alleged defects in the construction of the improvements; alleged defects in the materials furnished in the construction

Initials: _____

of the improvements; alleged injury to persons or property; alleged inverse condemnation of property as a consequence of the construction or maintenance of the Work or the improvement; and any accident, loss or damage to the Work or the improvements prior to the acceptance of same by OWNER.

10.3 By inspecting, approving or accepting the improvements, OWNER will not have waived the protections afforded herein to the OWNER and his officers, officials, employees and agents; or diminished the obligation of CONTRACTOR who shall remain obligated in the same degree to indemnify and hold the OWNER and his officers, officials, employees and agents; harmless as provided above.

10.4 CONTRACTOR's obligation herein does not extend to liabilities, claims, demands, causes of action, losses, damages or costs that arise out of the OWNER's officers, officials, employees and agents, intentional wrongful acts, violations of law, or sole active negligence.

10.5 CONTRACTOR's indemnity and defense obligations include those stated in General Condition, Article 6, which shall be interpreted consistent with, and as a supplement to, this provision. CONTRACTOR'S indemnity and defense obligations shall survive the expiration or termination of this Contract.

11.0 LIMITATION OF LIABILITY

CONTRACTOR stipulates that it has carefully reviewed the Contract Documents and finds them fit and sufficient for preparation of its bid and for construction of the Work. The CONTRACTOR agrees that neither the CONTRACTOR nor any of its employees, subcontractors or suppliers will make a claim against the OWNER or any of his agents, consultants, officers, employees or shareholders for damages on this project such that the total aggregate liability, including the attorneys fees and costs of OWNER and all of their agents, consultants, officers, employees or shareholders that exceeds the greater of fifty thousand dollars (\$50,000.00) or five percent of the Contract Price. This limitation of liability provision shall survive the expiration or termination of this Contract.

12.0 RESPONSIBILITY FOR DAMAGE

12.1 The CONTRACTOR shall obtain, and maintain in full force and effect during the life of the Contract, Contractual Liability Insurance for Bodily Injury Liability and Property Damage Liability assumed by the CONTRACTOR of all claims and lawsuits against the CONTRACTOR and his subcontractors arising out of or in connection with the Work to be performed. Such insurance as is afforded by the policy to the CONTRACTOR for Contractual Property Damage Liability Insurance shall include coverage for property damage caused by blasting, collapse, structural injuries or damage to underground utilities. The policy shall not contain the so-called "x" "c" "u" exclusions. The CONTRACTOR shall maintain vehicle liability, and property damage insurance in the amount of not less than one million dollars (\$1,000,000.00) for one person injured in one accident, and not less than one million dollars (\$1,000,000) for two or more persons injured in any one accident, and not less than one million dollars (\$1,000,000.00) with respect to any property damage involved and public general liability insurance in the amount of not less than one million dollars (\$1,000,000.00) each occurrence or in the aggregate.

Initials: _____

Evidence of insurance in compliance with the above requirements shall be furnished to the OWNER by Certificate of Insurance. Such Certificate of Insurance shall be furnished prior to the commencement of Work under the Contract. The insurance policy shall provide that the policy shall remain in force during the life of this Contract and shall not be canceled, terminated, or allowed to expire without thirty (30) days prior written notice to OWNER from the insurance company.

Such insurance shall be issued by a company or companies approved by the OWNER and satisfying the requirements for insurers set forth in General Conditions Paragraph 5.3.

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the CONTRACTOR for liability in excess of such coverage, nor shall it preclude the OWNER from taking such other actions as is available to it under any other provision of this Contract or otherwise in law.

The CONTRACTOR shall arrange for the policies to be so conditioned as to cover the performance of any changes or extra Work that may be required under the Contract.

The costs of this insurance shall be considered as included in the prices paid for the various contract items of Work and no additional compensation will be allowed.

The CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including but not limited to workmen and the public, or damage to property and shall indemnify and save harmless any city or district, its officers, agents and employees connected with the Work within the limits of which city or district the Work is being performed hereunder, all in the same manner and to the same extent as provided above for the protection of the OWNER and all officers, agents and employees thereof connected with the Work.

The CONTRACTOR shall either: (1) require each of his subcontractors to procure and to maintain subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified, or (2) insure the activities of his subcontractors in his own policy in like amount.

12.2 The CONTRACTOR's policies shall contain an Additional Insured Endorsement (form CG 20101185) naming as additional insureds the OWNER and its directors, officials, officers, agents and employees while on the project and acting within the scope of their duties.

12.3 Prior to commencement of Work under this Contract, CONTRACTOR shall furnish endorsements from each of the insurance companies.

12.4 The CONTRACTOR shall reimburse the OWNER and for all costs and expenses, including attorney's fees, incurred by said OWNER in enforcing the provisions of Section 12.0 of this AGREEMENT.

12.5 The requirements stated herein are in addition to those stated in the General Conditions.

Initials: _____

13.0 NOTICES

13.1 Any notices to be given under this Contract, or otherwise, shall be served by certified mail. Notices shall be deemed communicated as of the day of receipt or the fifth day after mailing, whichever occurs first.

13.2 For the purposes hereof, unless otherwise provided in writing by the parties hereto, the address of OWNER and the proper person to receive any such notice on its behalf is:

San Elijo JPA General Manager
San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff by the Sea, California, 92007

Michael T. Thornton, General Manager

and the address of CONTRACTOR and the proper person to receive any such notice on its behalf is:

14.0 COMPENSATION

14.1 CONTRACTOR agrees to receive and accept the unit and/or lump sum prices shown in the Bid Schedule included with the Proposal for the items and quantities actually constructed or installed as full compensation for furnishing all materials and for doing all the Work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the Work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the Work until its acceptance by the OWNER, and for all risks of every description connected with the Work; and also for all expenses incurred by or in consequence of the suspension or discontinuance of Work and for well and faithfully completing the Work, and the whole thereof, in the manner and according to the Drawings and Specifications, and the requirements of the OWNER under them.

14.2 The Contract Price is one million fifty-eight thousand nine hundred dollars (\$1,058,900.00).

15.0 PERFORMANCE

15.1 OWNER hereby promises and agrees with CONTRACTOR to employ, and does hereby employ CONTRACTOR to provide the materials and to do the Work according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, and in the manner and upon the conditions hereinafter set forth, and

Initials: _____

OWNER and CONTRACTOR for themselves, their heirs, executors, administrators, successors, and assigns, do hereby agree to the full performance of the covenants herein contained.

15.2 OWNER accepts the following Optional Bid Items which CONTRACTOR shall perform and compensation for which is included in the Contract Price: Panel and Transformer Relocation.

16.0 CONTRACT AUTHORITY OVER PROPOSAL

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the Bid or Proposal of said CONTRACTOR, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said Proposal conflicting herewith.

17.0 CONTRACT DOCUMENTS

The Contract entered into consists of the Contract Documents, as defined in Article 1 of the General Conditions, all of which are component parts of the contract as if herein set out in full, or attached hereto, including but not limited to the following:

1. This Agreement
2. Performance Bond
3. Payment Bond
4. Bidding Documents
5. Bid
6. Bid Bond
7. Workers' Compensation Insurance Certificate
8. I-9 Certification Compliance Form
9. Safety Compliance Form
10. Contractor's Safety Program
11. Notice of Award
12. General Conditions
13. Supplementary Conditions
14. Addenda Numbered ___1___ through ___2___ inclusive
15. General Requirements
16. Wage Rates
17. Technical Specifications
18. Drawings
19. Executed Change Orders, if any, which may be effective after the date of this Agreement.

All of the Contract Documents are intended to be complementary. Work required by one of the above named documents and not by others shall be performed as if required by all.

18.0 MISCELLANEOUS

18.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, will have the meanings indicated in the General Conditions.

Initials: _____

18.2 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.3 The OWNER and the CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract.

18.4 This Contract, including the Contract Documents incorporated herein by reference, represents the entire agreement and understanding between the parties and any negotiations, proposals or oral agreements are intended to be integrated herein and to be superseded by this written Contract.

18.5 Any supplement or amendment to this Contract, to be effective, shall be in writing and signed by the AUTHORITY and CONTRACTOR.

18.6 If any non-material provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

18.7 This Contract and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with the laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary and without the aid of any canon, custom, or rule of law requiring construction against the draftsman.

18.8 The proper jurisdiction, forum and venue for any claims, causes of action or other proceedings concerning this Contract shall be in the State of California, County of San Diego. OWNER and CONTRACTOR agree not to bring any action or proceeding arising out of or relating to this Contract in any other jurisdiction, forum or venue. OWNER and CONTRACTOR hereby submit to personal jurisdiction in the State of California for the enforcement of this Contract and hereby waive any and all personal rights under the law of any state to object to jurisdiction within the State of California for the purposes of any legal action or proceeding to enforce this Contract, whether on the grounds of inconvenient forum or otherwise.

18.9 This Contract may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Any supplement or amendment to this Contract, to be effective, shall be in writing and signed by the AUTHORITY and CONTRACTOR.

Initials: _____

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the day and year first above written.

CONTRACTOR: _____

OWNER: SAN ELIJO JPA

DATED: _____

DATED: _____

BY: _____

BY: _____

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

TITLE

TITLE

END OF AGREEMENT

Initials: _____

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

May 9, 2011

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SURPLUS RECYCLED WATER AGREEMENT BETWEEN THE SAN ELIJO JOINT POWERS AUTHORITY (SEJPA), THE SAN DIEGUITO WATER DISTRICT (SDWD), AND THE ENCINITAS RANCH GOLF AUTHORITY (ERGA)

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the proposed Surplus Recycled Water Agreement; and
2. Discuss and take action as appropriate.

BACKGROUND

The San Elijo Joint Powers Authority (SEJPA) operates a recycled water utility that sells recycled water to three water purveyors; Santa Fe Irrigation District (SFID), San Dieguito Water District (SDWD), and the City of Del Mar. These purveyors in turn sell the recycled water to customers within the cities of Del Mar, Encinitas, and Solana Beach. The SEJPA owns the entire recycled water infrastructure system including treatment, storage, and pipelines. The water districts own the recycled water meter that measures the customer's usage and provide customer billing and other needed administrative services. The agencies work collaboratively to provide seamless utility and customer service to the community, as well as to meet regulatory quality control and oversight requirements.

The original recycled water sales agreements between the SEJPA and the purveyors were signed in 1996 and 1997, and have a term of twenty years. The agreements provide minimum purchase volumes and water quality requirements, as well as set the price of recycled water at 85% of the potable water rate.

As water supply resources have dramatically changed since 1996, SEJPA staff has been actively working with each water purveyor to amend these agreements to reflect current conditions and the unique operating situation of each district. The goal is to develop agreements with a pricing structure and operating terms that provide full cost recovery for the SEJPA and the water districts at the lowest cost to the end customer.

In November 2010, the Board of Directors for the SEJPA and SFID mutually agreed to amend the recycled water wholesale agreement. As part of the amendment, SFID agreed to increase their minimum purchase volume by 56 acre-feet (or roughly 14%) and to increase the purchase price by 5% annually in exchange for decoupling the recycled water price from the potable water rate, which was set to increase 12% annually for three years. This amendment has a two-year term, after which the agreement returns to its original form. In addition, SFID and the SEJPA have agreed to the goal of developing a new 30-year water purchase agreement before the expiration of the amendment.

SEJPA staff has also been working closely with SDWD to explore options for improving the agreement between the agencies. The SEJPA, SDWD, and Encinitas Ranch Golf Authority (ERGA) have recently conducted a series of meetings aimed at developing an agreement for recycled water service that will benefit all parties. ERGA is the managing authority for the Encinitas Ranch Golf Course, which is a public golf course owned by the City of Encinitas. The golf course has historically been the largest user of recycled water for SDWD and has the ability to store large volumes of water onsite within their storage ponds.

The storage ponds provide a unique opportunity for both ERGA and the SEJPA to improve operations and reduce ocean discharge of un-recycled effluent. The ponds can provide storage of surplus recycled water during periods of low water demand which provides smoother operations of the water treatment system. The golf course can then use the stored water during periods of high demand thus allowing the recycled water system to serve more customers. In addition, after the peak irrigation season (typically ending in late September), the ponds can be drawn down to allow for recycled water storage during wet-winter storms. During these events, the San Elijo Ocean Outfall can operate near or at full capacity due to rain and ground water inflowing and infiltrating the sewer collection system. Sending recycled water to the storage ponds instead of the ocean reduces the load on the ocean outfall system.

The SEJPA previously studied adding additional storage to the recycled water system and presented a report in March 2009 that stated 5 million gallons of water storage could cost more than \$5 million to build at the treatment plant. Although some capital improvements will be required to move stored water between the two existing ponds, the total expected cost is projected to be less than \$200,000. Since the storage capacity provides the SEJPA with valuable operating benefits, the SEJPA, SDWD, and ERGA have developed an agreement that would allow access to the golf course storage system in exchange for a reduced water cost. This agreement is now being presented to the Board of Directors of each agency for their consideration.

DISCUSSION

The SEJPA, SDWD, and ERGA have prepared an agreement for discussion and adoption that will benefit all parties involved. The SEJPA will get immediate and full access to 10 million gallons of storage in exchange for a fixed annual price for recycled water to the golf course. The golf course will use additional water with the understanding that the water becomes an interruptible supply and the SEJPA may turn off the meter if demands in the system increase above production levels. The increased water use will help SDWD meet the purchase volume provisions of the current water purchase contract and allow SEJPA to receive additional rebates from MWD and SDCWA under the current recycled water program.

The attached agreement is proposed to deliver a minimum of 200 acre feet of water to the golf course on an annual basis for each of the next 6 years. The first year of the contract SEJPA will receive \$195,000 for the water with an annual increase of 5% per year during the next 5 years according to the following schedule:

Contract Year	Annual Increase	Annual Water Cost	Quarterly Payment
2011-12		\$195,000	\$48,750
2012-13	5%	\$204,750	\$51,188
2013-14	5%	\$214,988	\$53,747
2014-15	5%	\$225,737	\$56,434
2015-16	5%	\$237,024	\$59,256
2016-17	5%	\$248,875	\$62,219

This agreement provides a revenue source of \$1,326,374 to the SEJPA during the term of the agreement.

FINANCIAL IMPACT

This agreement provides \$1,326,374 of revenue to the SEJPA over 6 years, with the option for a second 6-year term for an additional \$1,777,467. Furthermore, assuming that the golf course increases their use by 150 acre feet per year from current levels, the SEJPA could receive an additional \$405,000 in rebates from MWD and SDCWA over the first 6-year term of the agreement. It is expected that golf course pond improvements will be necessary at an estimated cost of less than \$200,000. ERGA and the SEJPA have agreed to work collaboratively on preparing the design of the improvement and in developing an appropriate cost sharing agreement.

It is therefore recommended that the Board of Directors:

1. Approve the Surplus Recycled Water Agreement; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment: Surplus Recycled Water Agreement

**SURPLUS RECYCLED WATER AGREEMENT BETWEEN SAN ELIJO JOINT POWERS
AUTHORITY, SAN DIEGUITO WATER DISTRICT, AND ENCINITAS RANCH GOLF
AUTHORITY**

This Surplus Recycled Agreement (“AGREEMENT”) is made and entered into by and among the San Elijo Joint Powers Authority, a joint powers authority organized and operated pursuant to California Government Code Section 6500 et seq. (“SEJPA”), the San Dieguito Water District, a municipal water district (“DISTRICT”), and Encinitas Ranch Golf Authority (“CUSTOMER”), who may collectively be referred to as the “Parties” or individually, as a “Party.”

RECITALS:

WHEREAS, the SEJPA is a producer of recycled water in accordance with the requirements of Order No. 2000-10, Master Recycled Water Permit for the production and purveyance of Recycled Water for San Elijo Joint Powers Authority, San Dieguito Water District, Santa Fe Irrigation District, and City of Del Mar as adopted by the California Regional Water Quality Control Board, San Diego Region (“Regional Water Board”) on March 8, 2000, which incorporate California’s Title 22 Regulations, and amendments thereto; and

WHEREAS, the SEJPA anticipates that it can produce more recycled water than can be beneficially used by its existing customers during the term of this AGREEMENT; and

WHEREAS, the DISTRICT is responsible for the purvey of potable and recycled water within its service area; and

WHEREAS, the CUSTOMER desires recycled water for use on the Encinitas Ranch Golf Course, a municipal golf course of approximately 164 acres that is located within the City of Encinitas and within the DISTRICT’s service area, and incorporated by reference herein (the “Property”) and has facilities necessary to accept and store substantial quantities of recycled water on the Property for its subsequent use, and therefore CUSTOMER is uniquely situated to accept recycled water service on an interruptible basis; and

WHEREAS, the CUSTOMER has an existing recycled water storage system consisting of open surface ponds that have in excess of 10 million gallons of surplus storage capacity that could be available for peak flow storage of recycled water during the wet season (November through April) and recycled water irrigation storage in dry season (May through October); and

WHEREAS, the SEJPA has the ability to provide its surplus recycled water to the Property on behalf of the DISTRICT; and

WHEREAS, the DISTRICT consents to the provision of recycled water service to the Property by the SEJPA; and

WHEREAS, the Parties, recognizing that the use of reclaimed water is a positive and achievable future means of helping to meet the growing water demands within the DISTRICT and Southern California, have determined that it is in their mutual best interests for the SEJPA to deliver its surplus recycled water to the Property on the DISTRICT’s behalf pursuant to the terms of this AGREEMENT;

AGREEMENT

NOW, THEREFORE, in consideration of these recitals and the covenants contained herein, the Parties agree as follows:

SECTION 1. SCOPE OF AGREEMENT

The subject matter of this AGREEMENT is the mutual rights and obligations of the Parties with respect to the sale and delivery of surplus recycled water by the SEJPA, on behalf of the DISTRICT, to CUSTOMER for the Property. This AGREEMENT is not intended to cover, and does not include or authorize, the sale and delivery of recycled water to other DISTRICT customers.

SECTION 2. DELIVERY OF RECYCLED WATER

The SEJPA shall, on the DISTRICT's behalf, transport and deliver surplus recycled water to the CUSTOMER for use on the Property in accordance with the terms and conditions of this AGREEMENT. The DISTRICT hereby designates the SEJPA its agent for providing recycled water to the CUSTOMER on the DISTRICT's behalf as stated in this AGREEMENT. To optimize pumping costs, the SEJPA shall first attempt to deliver the recycled water to the CUSTOMER on the weekends and holidays; and during the hours of 8 p.m. to 6 a.m., Monday through Friday, as this provides the lowest energy costs to the SEJPA. Delivery of recycled water may also occur during the hours of 6 a.m. and 8 p.m. to the CUSTOMER, but this will be at the sole discretion of the SEJPA.

SECTION 3. OWNERSHIP, OPERATION, AND MAINTENANCE RESPONSIBILITIES

The SEJPA shall be responsible for the operation and maintenance of its recycled water treatment, storage and distribution system up to the recycled water service meter. The SEJPA shall be responsible for the operation, maintenance, and reading of the service meter. The SEJPA shall be responsible for invoicing the CUSTOMER and reporting recycled water usage to the DISTRICT.

The SEJPA shall not be responsible for the installation, operation, and maintenance of any irrigation pipelines, pumps, sprinklers, storage facilities, and appurtenances located downstream of the SEJPA's recycled water service meter. CUSTOMER shall be solely responsible for such infrastructure. CUSTOMER shall also be responsible for compliance with any and all regulatory requirements associated with the storage of recycled water on the Property, and shall provide SEJPA with satisfactory evidence of such compliance, upon request.

SECTION 4. RECYCLED WATER QUALITY

SEJPA will provide CUSTOMER with nonpotable water that has been treated to Title 22 standards for recycled water. The SEJPA will only deliver reclaimed water that meets the requirements of the Water Reclamation Law, Water Code section 13500, et. seq., including section 13521 of the Water Code regarding statewide standards, and of ORDER NO. 2000-10 MASTER RECYCLED WATER PERMIT, adopted by the California Regional Water Quality Control Board, San Diego Region, which incorporate California's Title 22 Regulations, with the exception of meeting total dissolved solids (TDS) concentrations as the exiting treatment systems at the SEJPA does not remove TDS. Currently, the SEJPA is examining treatment options for removing TDS but a time schedule for implementing this treatment has not been adopted.

SECTION 5. RECYCLED WATER QUANTITY

The SEJPA shall deliver to the Property all surplus recycled water produced by the SEJPA that remains available after the SEJPA has served the SEJPA's other customers, including any amounts necessary for health and safety reasons. The SEJPA guarantees a minimum quantity to the Property of approximately 200 acre feet on an annual basis. The CUSTOMER agrees that the actual amount of surplus recycled water delivered by the SEJPA to the Property may be more than this anticipated amount, but the SEJPA shall have no liability to the CUSTOMER for any differences between the anticipated amount of surplus recycled water to be delivered and the actual amount of surplus recycled water that is delivered to the Property. Recycled water service to the Property may be reduced or interrupted on an hourly or daily basis if no surplus recycled water is available or anticipated to be available after the SEJPA has served the SEJPA's other customers.

The Parties understand and agree that this AGREEMENT shall not limit the SEJPA's ability to enter into new or amended recycled water contracts, the SEJPA may do so at its sole discretion without any liability to the Parties pursuant to this AGREEMENT.

SECTION 6. RECYCLED WATER DELIVERY PRESSURE

Surplus recycled water provided by the SEJPA at the DISTRICT's recycled water meter for the Property shall be at a minimum of 25 psi. At the SEJPA's cost, new service connections can be added to the PROPERTY to improve or optimize the delivery of recycled water.

SECTION 7. RECYCLED WATER STORAGE

The CUSTOMER shall provide 10 million gallons of recycled water storage for mutual benefit for both the CUSTOMER and the SEJPA. The storage system shall be comprised of existing water storage ponds located at the Encinitas Ranch Golf Course. The ponds shall provide the CUSTOMER with irrigation water storage and provide the SEJPA with wet weather peak flow storage. SEJPA shall have system control to allow recycled water into the storage system, provided that the Customer shall be responsible for ensuring that its storage capacity monitoring system is operational and providing accurate available capacity readings to SEJPA. The Customer understands that SEJPA shall rely on the accuracy of those readings, and the Customer shall be responsible to immediately notify SEJPA in the event the Customer's storage capacity monitoring system is not operational or for any reason is not providing accurate readings. Once the storage system is full, no new water shall enter the storage system. The Customer shall have final authority to determine if its storage system is full, and in such event shall immediately notify SEJPA. The Customer shall be responsible to install and maintain sufficient safe guards at all times to ensure that the Customer's storage system is not over filled.

SECTION 8. COMPLIANCE WITH REGULATORY REQUIREMENTS

The CUSTOMER is responsible for adhering to the SEJPA's and the DISTRICT's Rules and Regulations for Recycled Water Service, as may be amended from time to time, and to the applicable California Department of Health Services, the San Diego Regional Water Quality Control Board, and the San Diego County Department of Environmental Health regulations and

specifications. The CUSTOMER shall comply with such regulations and specifications during the term of this AGREEMENT.

SECTION 9. CUSTOMER PAYMENT TO THE SEJPA FOR RECYCLED WATER PRICE

The CUSTOMER shall pay the SEJPA a fixed annual cost for the delivery of surplus recycled water in accordance with this AGREEMENT. The cost of water is as follows:

Contract Year	Annual Increase	Annual Water Cost	Quarterly Payment
2011-12		\$195,000	\$48,750
2012-13	5%	\$204,750	\$51,188
2013-14	5%	\$214,988	\$53,747
2014-15	5%	\$225,737	\$56,434
2015-16	5%	\$237,024	\$59,256
2016-17	5%	\$248,875	\$62,219

The Contract Year shall begin July 1 and end June 30. CUSTOMER shall make quarterly payments to the SEJPA by the 3rd Monday of each July, October, January, and April for each contract year of this agreement.

If the AGREEMENT is executed before July 1, 2011, then the agreed upon monthly price prior to July 1, 2011, is \$16,250 or 1/12th of \$195,000. This price shall be effective commencing with the month in which the agreement is executed, and the full monthly charge shall apply regardless of whether the first month will be a full or partial month. For example, if the agreement is executed on May 13, 2011, then the CUSTOMER shall pay the SEJPA \$16,250 for the month of May and an additional \$16,250 for the month of June. Commencing July 1, 2011, the annual water cost and quarterly payment stated in the table in this Section 9 shall apply.

SECTION 10. CONSTRUCTION UNDER CORTESE-KNOX-HERTZBERG ACT OF 2000

The Parties acknowledge and agree that this AGREEMENT and services provided hereunder are for the purposes of the SEJPA providing surplus recycled water on behalf of the DISTRICT to the Property, and it is not subject to Government Code section 56133 relating to the provision of exterritorial services.

SECTION 11. ACCESS TO RECORDS

The Parties shall keep and maintain proper books and records. Such records shall include, but not be limited to, all entries concerning the quantity and quality of recycled water delivered to the CUSTOMER by the SEJPA on behalf of the DISTRICT during the term of this AGREEMENT, all tests performed by or on behalf of a Party concerning the quality of recycled

water, all reports and associated records required by Order No. 2000-10, all complaints, investigations, or other reports associated with the production and delivery of recycled water, and all cost information, capital expenditures, maintenance records, and other financial data associated with the production and delivery of recycled water to the DISTRICT. All such records except those exempt from disclosure by law shall, upon written request, be made available and subject to inspection by any duly authorized representative of any Party, the DISTRICT, the San Diego County Water Authority, the Metropolitan Water District of Southern California, the California and San Diego County Departments of Health Services, and the California Water Quality Control Board, San Diego Region, within ten (10) days after receipt of such notification.

SECTION 12. NOTICE

Notices required or permitted under this AGREEMENT shall be sufficiently given if in writing and if either served personally upon the party to whom it is directed or by deposit in the United States mail, postage prepaid, certified, return receipt requested, addressed to the Parties at the following addresses:

DISTRICT:	San Dieguito Water District 160 Calle Magdalena Encinitas, CA 92024 Attention: General Manager
SEJPA:	San Elijo Joint Powers Authority 2695 Manchester Avenue Cardiff by the Sea, CA 92007 Attention: General Manager
CUSTOMER:	Encinitas Ranch Golf Authority 505 South Vulcan Avenue Encinitas, CA 92024

It shall be the sole responsibility of each party to this AGREEMENT to promptly notify the other of any change of title and/or address as long as this AGREEMENT remains in effect.

The Parties agree that the attorney for a party listed above shall have the authority to deliver notices on such Party's behalf to the other Parties.

If notice is personally served on a Party in compliance with this section, it shall be deemed delivered, given and received on the date of service. If notice is mailed to Party in compliance with this section, it shall be deemed delivered, given and received upon the earlier of: (i) four (4) calendar days from the date of deposit in the United States mail, or (ii) the date of receipt as indicated on the return receipt.

SECTION 13. AMENDMENTS

This AGREEMENT may not be amended, changed or modified except by a writing duly executed by all of the Parties hereto.

SECTION 14. ASSIGNMENT

Neither this AGREEMENT nor any interest therein nor any monies due or to become due thereunder shall be assigned, hypothecated or otherwise disposed of without the prior written consent of the parties to this AGREEMENT, which consent shall not be unreasonably withheld.

SECTION 15. EFFECTIVE DATE

This AGREEMENT shall become effective upon the signature of the CUSTOMER, DISTRICT, and the SEJPA.

SECTION 16. TERM OF THE AGREEMENT

The term of this AGREEMENT shall commence on the Effective Date and expire on June 30, 2017, unless earlier terminated by any Party pursuant to Section 17." The Parties may agree to an optional extension of the term of this AGREEMENT for six (6) additional years. The terms and conditions of the optional six (6) year extension shall remain the same as to the first six (6) year agreement. Any Party requesting the optional extension of term shall serve written notice of such request on all other Parties no later than January 1, 2017. The other Parties shall each serve written notice within sixty (60) calendar days thereafter stating whether or not they agree to the optional extension of term. If all Parties agree to the optional extension of term, such agreement shall be stated in a written amendment to this AGREEMENT. If any Party in its sole discretion rejects the optional extension of term, this AGREEMENT shall expire on June 30, 2017, unless earlier terminated by any Party pursuant to Section 17.

SECTION 17. TERMINATION OF AGREEMENT

The SEJPA may terminate this AGREEMENT upon one hundred eight (180) days notice if treatment standards change such that upgraded treatment is required and recycled water cannot feasibly be produced and delivered meeting those standards. The SEJPA may terminate this AGREEMENT upon thirty (30) days notice should the CUSTOMER or the DISTRICT breach their respective obligations in any material respect, to include: (1) the CUSTOMER repeatedly misuses the recycled water; (2) the CUSTOMER repeatedly fails to pay for the recycled water; (3) the CUSTOMER fails to accept the recycled water as required; and, (4) the CUSTOMER fails to maintain necessary facilities.

The CUSTOMER may terminate this AGREEMENT upon thirty (30) days notice should the SEJPA breach its obligations in any material respect and may terminate this AGREEMENT without reason upon one hundred eight (180) days notice.

SECTION 18. BINDING EFFECT

This AGREEMENT shall be binding upon the Parties according to its terms and their respective successors in interest and permitted assigns.

SECTION 19. INDEMNIFICATION

The SEJPA agrees to indemnify, defend, and hold harmless the DISTRICT and the CUSTOMER from any and all claims for damage arising out of or related to the SEJPA's negligent or intentional acts or omissions in the operation and maintenance of the San Elijo

Water Reclamation Facility and the recycled water distribution facilities upstream of the DISTRICT's meter.

The CUSTOMER agrees to indemnify, defend, and hold harmless the SEJPA and its member agencies, directors, officers, consultants, agents, and employees from any and all claims for damage, suits, or other demands arising out of or related to the CUSTOMER's negligent or intentional acts or omissions in the operation and maintenance of the CUSTOMER's facilities for distribution of the recycled water including its use of such recycled water, and in the event of any third-party claim or litigation relating to this AGREEMENT.

The DISTRICT agrees to indemnify, defend, and hold harmless the SEJPA and its member agencies, directors, officers, consultants, agents, and employees from any and all claims for damage, suits, or other demands arising out of or related to the DISTRICT's negligent or intentional acts or omissions pertaining, to related to, or in any way connected to the operation and maintenance of the CUSTOMER's facilities for distribution of the recycled water including its use of such recycled water, and in the event of any third-party claim or litigation relating to this AGREEMENT.

This indemnity paragraph is not intended by the Parties to waive any legal rights for defenses and immunities and other legal safeguards and protections from liability which are granted to public agencies and their employees under the California Tort Claims Act. The parties' indemnification, defense and hold harmless obligations pursuant to this AGREEMENT shall survive the expiration or termination of the AGREEMENT.

SECTION 20. RESERVATION OF RIGHTS; NO VESTED RIGHTS

It is hereby expressly understood and agreed that neither the DISTRICT nor the CUSTOMER by execution of this AGREEMENT and the exercise of the rights granted to them by this AGREEMENT shall not acquire any vested right to recycled water, and shall not acquire any vested right, title, or interest in or to the SEJPA's wastewater treatment facilities, recycled water distribution system, or any other SEJPA facilities. The SEJPA expressly reserves all of its rights except as expressly provided otherwise herein.

SECTION 21. ATTORNEY'S FEES

If any arbitration proceeding or action at law is brought to enforce or interpret the provisions of this AGREEMENT, the prevailing party shall be entitled to a reasonable attorney's fees and expert witnesses' fees which may be set by the Court in the same action brought for that purpose, in addition to any other relief to which a Party may be entitled.

SECTION 22. APPLICABLE LAW

This AGREEMENT is entered into in the State of California and California law shall apply to the interpretation and construction of all of its provisions.

SECTION 23. JURISDICTION, FORUM AND VENUE

The proper jurisdiction, forum and venue for any claims, causes of action or other proceedings concerning this AGREEMENT shall be in the state and federal courts located in the State of California, County of San Diego. The Parties agree not to bring any action or proceeding arising out of or relating to this AGREEMENT in any other jurisdiction, forum or venue. The Parties hereby submit to personal jurisdiction in the State of California for the

enforcement of this AGREEMENT and hereby waive any and all personal rights under the law of any state to object to jurisdiction within the State of California for the purposes of any legal action or proceeding to enforce this AGREEMENT, whether on the grounds of inconvenient forum or otherwise.

SECTION 24. SEVERABILITY

If any non-material provision of this AGREEMENT, or any portion of any such provision, is held to be unenforceable or invalid, the remaining provisions and portions shall nevertheless be carried into effect.

SECTION 25. REMEDIES

All rights and remedies of the Parties are separate and cumulative, and no one of them, whether exercised or not, shall be deemed to be to the exclusion of or to limit or prejudice any other legal or equitable rights or remedies which the Parties may have, except as otherwise expressly limited herein. Subject to the limitations or remedies imposed elsewhere in this AGREEMENT, the Parties shall not be deemed to have waived any of their rights or remedies hereunder, unless such waiver is in writing and signed by the Party to be bound. No delay or omission on the part of any Party in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on any one occasion shall not be construed as a bar or waiver of any right or remedy on any future occasion. No waiver or any rights under this AGREEMENT shall be binding unless it is in writing signed by the party waiving such rights.

SECTION 26. NO THIRD-PARTY BENEFICIARY

Unless otherwise expressly stated herein, this AGREEMENT creates rights and duties only between the Parties, and third-party is or shall be deemed to be or shall have any rights as a third-party beneficiary nor shall any third-party have the right to enforce any provisions of this AGREEMENT.

SECTION 27. HEADINGS

This section headings contained in this AGREEMENT are for convenience only and are not part of this AGREEMENT, and do not in any way interpret, limit or amplify the scope, extent or intent of this AGREEMENT, or any of the provisions of this AGREEMENT.

SECTION 28. COUNTERPARTS

This AGREEMENT may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same agreement, and the signature of any Party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

SECTION 29. FACSIMILE OR ELECTRONIC TRANSMISSION OF SIGNATURES

Upon execution of this AGREEMENT by each Party, a photocopied, facsimile and/or electronic transmission of each Party's signatures may be delivered to the other Party and used in place of original signatures on this AGREEMENT with the same force and effect as if the countersigned originals of this AGREEMENT had been delivered by each Party to the other Parties. The Parties acknowledge and agree that they intend to and shall each be bound by

such signatures on the photocopied, facsimile and/or electronic transmission of this AGREEMENT. The Parties further acknowledge and agree that they are aware that each Party will rely on their respective signatures on the photocopied, facsimile and/or electronic transmission of this AGREEMENT and hereby waive any and all defenses to enforcement of the terms of this AGREEMENT based on the form of signature.

SECTION 30. COOPERATION OF THE PARTIES

In any case where the approval or consent of a Party hereto is required, requested or otherwise to be given under this AGREEMENT, such Party shall not unreasonably delay or withhold its approval or consent.

SECTION 31. CONSTRUING THE CONTRACT

In the event of a dispute under this AGREEMENT, no Party shall be deemed to be the Party who caused the uncertainty to exist and the prescriptions of Civil Code Section 1654 shall not be applicable to such a dispute under this AGREEMENT.

SECTION 32. ENTIRE AGREEMENT

This AGREEMENT constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof superseding all negotiations, prior discussions and preliminary AGREEMENTS and understandings, written or oral.

IN WITNESS WHEREOF the Parties hereto have caused this AGREEMENT to be executed on _____.

CUSTOMER

By: _____

Its: _____

SAN DIEGUITO WATER DISTRICT

By: _____

Its: _____

SAN ELIJO JOINT POWERS AUTHORITY

By: _____

Its: Chair of the Board

EXHIBIT A

**ORDER 2000-10
MASTER RECYCLED WATER PERMIT
FOR THE
SAN ELIJO JOINT POWERS AUTHORITY**

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN DIEGO REGION

ORDER NO. 2000-10
MASTER RECYCLED WATER PERMIT
FOR THE PRODUCTION AND PURVEYANCE
OF RECYCLED WATER
FOR
SAN ELIJO JOINT POWERS AUTHORITY,
SAN DIEGUITO WATER DISTRICT,
SANTA FE IRRIGATION DISTRICT, and
CITY OF DEL MAR

SAN ELIJO WATER RECLAMATION FACILITY
SAN DIEGO COUNTY

The California Regional Water Quality Control Board, San Diego Region (hereinafter Regional Board), finds that:

1. Order No. 93-71, *Waste Discharge Requirements for the San Elijo Joint Powers Authority, San Elijo Water Pollution Control Facility, San Diego County*, was adopted by this Regional Board on June 21, 1993, and subsequently amended by Addendum No. 1 on November 15, 1993.
2. On November 5, 1999, the San Elijo Joint Powers Authority (SEJPA) submitted a master recycled water permit application for its San Elijo Water Reclamation Facility (SEWRF). The expected completion date of the water reclamation project is May 2000. The upgraded plant is expected to produce 2.48 million gallons per day (mgd) of reclaimed water at an average day peak demand.
3. In addition to SEJPA, the San Dieguito Water District, Santa Fe Irrigation District and the City of Del Mar propose to distribute recycled water produced at the SEWRF to users within their respected jurisdictions.
4. The Regional Board, acting in accord with Section 13244 of the California Water Code, adopted the Water Quality Control Plan for the San Diego Basin (9), (hereinafter Basin Plan) on September 8, 1994. The Basin Plan was subsequently approved by the State Water Resources Control Board (SWRCB) on December 13, 1994. Subsequent revisions to the Basin Plan have also been adopted by the Board and approved by the SWRCB. The Basin Plan contains beneficial uses and water quality objectives, and a policy for regulating the discharge of recycled water to comply with water quality objectives. The requirements of this Order are consistent with the Basin Plan.
5. The recycled water produced at the SEWRF will be distributed to the following hydrologic areas (HA): Carlsbad HA, San Dieguito HA and Solana Beach HA.

- a) The Basin Plan exempts ground water south of Batiquitos Lagoon from any beneficial uses in the Batiquitos Hydrological Subarea (HSA) (904.51). All recipients of recycled water under this order are south of the lagoon and so are exempt from beneficial use designations.
 - b) In the San Elijo HSA (904.61), the Basin Plan establishes municipal and domestic supply as a potential beneficial use of ground water and agricultural supply and industrial service supply as present beneficial uses of ground water.
 - c) The ground water beneficial uses in the Solana Beach HA (905.10) are for municipal, agricultural supply and industrial service supply.
6. The proposed SEWRF will make use of recycled waters that would otherwise be discharged to the San Elijo Ocean Outfall. The program also reduces SEJPA's need for imported water.
 7. Sludge is anaerobically digested and mechanically dewatered using belt filter presses to produce biosolids which are used offsite. Grit and screenings are removed monthly and disposed of at the Copper Mountain Landfill in Arizona.
 8. SEJPA forwarded recycled water rules and regulations that had been developed by the three anticipated purveyors, SDWD, SFID, and City of Del Mar. Recycled water rules and regulations govern the design and construction of recycled water use facilities and the use of recycled water.
 9. SEJPA submitted an Engineering Report as part of their report of waste discharge, describing how their proposed recycled water system will comply with the regulations set forth in Title 22, Chapter 3 *Reclamation Criteria*. Engineering reports also include contingency plans which describe how a recycled water producer will assure that no untreated or inadequately treated wastewater is delivered to the use area.
 10. The proposed project will make use of recycled water consistent with the goals of California Water Code, Division 7, Chapter 7, *Water Recycling Law*.
 11. Pursuant to California Water Code (CWC) section 13523.1, this Regional Board, after consulting with, and receiving the recommendations of, the State Department of Health Services and any party who has requesting in writing to be consulted and with the consent of the proposed permute, issues a master reclamation permit to the recycled water supplier in lieu of issuing waste discharge requirements pursuant to CWC section 13263 or water reclamation requirements pursuant to CWC Section 13523.

12. As specified by California Water Code (CWC) section 13523.2, this Order includes the following:
 - Waste discharge requirements adopted pursuant to Article 4;
 - Requirements that the permittee comply with the uniform statewide criteria established by the State Department of Health Services pursuant to section 13521 and other applicable permit conditions for the use of recycled water;
 - Requirements for the discharger to establish and enforce rules and regulations for recycled water users in accordance with statewide reclamation criteria;
 - Requirements for the submittal of quarterly recycled water use summary reports;
 - Requirements for the recycled water agency to conduct periodic inspections of the recycled water use sites; and
 - Other requirements determined to be appropriate by this Regional Board.

13. On March 11, 1993, the Board of Directors of the SEJPA conducted a public hearing, received public testimony and all written and oral comments in response to the draft and final Environmental Impact Report; considered the *San Elijo JPA Reclaimed Water Treatment, Distribution, and Storage System Final Environmental Impact Report SCH. No. 92091009*, for compliance with the California Environmental Quality Act (CEQA) Guidelines; and adopted Resolution No. 93-2, *A Resolution of the Board of Directors of the San Elijo Joint Powers Authority Certifying a Final Environmental Impact Report and Approving the Implementation of the Reclaimed Water Treatment, Distribution and Storage Facilities*.

14. In establishing the requirements contained herein the Regional Board considered factors including, but not limited to , the following:
 - a) Beneficial uses to be protected and the water quality objectives reasonably required for that purpose,
 - b) Other waste discharges,
 - c) The need to prevent nuisance,
 - d) Past, present, and probable future beneficial uses for the hydrologic subunits under consideration,
 - e) Environmental characteristics of the hydrologic subunits under consideration,
 - f) Water quality conditions that could reasonably be achieved through the coordinated control of all factors which affect water quality in the area,
 - g) Economic considerations,
 - h) The need for additional housing within the region,
 - i) Need to develop and use recycled water.

15. The Regional Board has considered all water resource related environmental factors associated with the proposed discharge of waste from the SEWRF.
16. The Regional Board has notified SEJPA and all known interested parties of the intent to prescribe waste discharge requirements for the proposed discharge.
17. The Regional Board in a public meeting heard and considered all comments pertaining to the proposed discharge of waste from SEWRF.

IT IS HEREBY ORDERED THAT, the San Elijo Joint Powers Authority (hereinafter Producer) and San Dieguito Water District, Santa Fe Irrigation District and City of Del Mar (hereinafter Distributors), in order to meet the provisions contained in Division 7 of the California Water Code and Regulations adopted thereunder, shall comply with the following requirements for the discharge and purveyance of recycled water from the SEWRF.

A. DISCHARGE SPECIFICATIONS – The Recycled Water Producer shall comply with the following:

1. Recycled water from the SEWRF shall not contain constituents in excess of the following limitations.

CONSTITUENT	12-MONTH AVERAGE ¹	30-DAY AVERAGE ² (mg/l)	DAILY MAXIMUM ³ (mg/l)
Total Dissolved Solids	1,200 ⁴		1,300
Chloride	400		450
Sulfate	400		450
Adjusted Sodium Adsorption Ratio	6.5		
Manganese	0.15		
Iron	0.3		
Boron	0.75		
Fluoride	1.0		
Coliform		*	*
Turbidity		**	**
Biochemical Oxygen Demand		30	45
Total Suspended Solids		30	45
pH (within limits shown at all times)	6.0-9.0		

1. The 12-month average effluent limitation shall apply to the arithmetic mean of the results of monthly averages of all samples collected during the previous 12 months.
2. The 30-day average effluent limitation shall apply to the arithmetic mean of the results of all samples collected during any 30 consecutive calendar day period.
3. The daily maximum effluent limitation shall apply to the results of a single composite or grab sample.
4. The 12-month average concentration of the discharge shall not exceed the lesser of 1,200 mg/l or the imported water supply concentration plus an incremental increase equal to the typical incremental increase added to the water supply which has been used for domestic purposes.

- * The median concentration of total coliform bacteria measured in the disinfected recycled water effluent from the SEWRF shall not exceed an MPN of 2.2 per 100 milliliters, utilizing the bacteriological results of the last seven days for which analyses have been completed; and the number of total coliform bacteria shall not exceed an MPN of 23 per 100 milliliters in more than one sample in any 30-day period. No sample shall exceed an MPN of 240 total coliform bacteria per 100 milliliters.
 - ** Turbidity concentration of the recycled water produced at the SEWRF shall not exceed a daily average value of 2 NTU (Nephelometric turbidity unit), shall not exceed 5 NTU more than 5% of the time during a 24-hour period and shall not exceed 10 NTU at any one time.
2. Discharges to a landscape impoundment must be terminated whenever an overflow of the impoundment is imminent.
 3. A 30-day average dry weather flow from the tertiary portion of the plant at the SEWRF shall not exceed 2.48 million gallons per day unless the Producer obtains revised waste discharge requirements for the proposed increased flow.

B. RECYCLED WATER PURVEYANCE REQUIREMENTS

1. Prior to the initiation of the purveyance of recycled water project, the Producer or a responsible Distributor must complete all of the following:
 - a. Develop and submit for approval *Rules and Regulations for Recycled Water Users* governing the design and construction of recycled water use facilities and the use of recycled water to the Regional Board, the State Department of Health Services (DHS) and the County of San Diego Department of Environmental Health (DEH). Rules and regulations shall, at a minimum, include the requirements which are contained in Attachment No. 1 of this Order.
 - b. Develop and submit for approval a program to conduct compliance inspections of recycled water reuse sites to the Regional Board, DHS and DEH. Inspections shall determine the status of compliance with the Distributor's approved rules and regulations for recycled water users.
 - c. Submit a report to the State Department of Health Services and the County of San Diego Department of Environmental Health containing the information listed below. The Agency may submit a Master Plan report that covers more than one reuse site. The report shall include a detailed description of each reuse site identifying all of the information below:
 - 1) The number, location, and type of facilities within the use area proposing to use domestic and recycled water.

"Facility" means any type of building or structure, or defined area of specific public use that utilizes or proposes to utilize a dual plumbed system.

- 2) The average number of persons estimated to be served at each use area on a daily basis.
 - 3) The specific boundaries of the proposed use site area including a map showing the location of each facility, drinking water fountain and impoundment to be served.
 - 4) The person or persons responsible for operation of the recycled water system at each use area.
 - 5) The specific use to be made of the recycled water at each use area.
 - 6) The methods to be used by the Agency to assure that the installation and operation of the recycled system will not result in cross connections between the recycled water piping system and the potable water piping system. This shall include a description of pressure, dye or other test methods to be used to test the system.
 - 7) Plans and specifications shall include the following and shall be submitted to the State and County Department of Health for approval:
 - a. Proposed piping system to be used,
 - b. Pipe locations of both the recycled and potable systems,
 - c. Type and location of the outlets and plumbing fixtures that will be accessible to the public,
 - d. The methods and devices to be used to prevent backflow of recycled water into the public water system,
 - e. Plan notes relating to recycled water specific installation and use requirements.
2. Subsequent to initiation of the purveyance of recycled water and prior to providing recycled water to a new use site, the responsible agency shall do the following:

- a) Submit for review and approval a report that either certifies that the project conforms with what is described in the master plan or information to supplement what is described in the master plan to the State and County Health Departments. A certification report shall document that all criteria described in *Recycled Water Purveyance Requirements B.1c* has been submitted to and approved by the appropriate regulatory agency. Information submitted as a supplement to the master plan shall document compliance with any criteria, as described by *Recycled Water Purveyance Requirements B.1c*, not met through submittal of the master plan.
 - b) Submit for review and approval documentation confirming the information submitted as part of Monitoring and Reporting Program No. 2000-10, Recycled Water Users Summary Report B.2a to the Regional Board.
3. The responsible agency shall do the following for all reuse sites:
- a) Enforce recycled water rules and regulations,
 - b) Conduct recycled water reuse site compliance inspections in accordance with the program submitted in compliance with *Recycled Water Purveyance Requirements B.1b* of this Order,
 - c) Notify the State Department of Health Services and the County of San Diego Department of Environmental Health of any incidence of recycled water backflow into the potable water system as soon as possible, but in no case later than 24 hours of finding the incident,
 - d) Maintain a current list of all on-site recycled water supervisors.

C. FACILITY DESIGN AND OPERATION SPECIFICATIONS

1. ENFORCEMENT

The Regional Board may initiate enforcement action against the recycled water agency, which may result in the termination of the recycled water supply, if any person uses, transports, or stores such water in a manner which creates, or threatens to create conditions of pollution, contamination, or nuisance, as defined in Water Code Section 13050.

2. PROPER OPERATION

The Producer and Distributors shall, at all times, properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the agency to achieve compliance with conditions of this Order. Proper operation and maintenance includes effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls including appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of this Order.

3. CERTIFICATION REPORT

The Producer shall submit a report which documents that the SEWRF facilities have been constructed as proposed in SEJPA's report of waste discharge. Recycled water shall not be purveyed to a user until all of the following have occurred:

- a. The certification report is received and approved by the Regional Board Executive Officer,
- b. The Title 22 report and the rules and regulations for recycled water reuse report is approved by the State and County Health Departments,
- c. The Regional Board Executive Officer has been notified of the completion of facilities by the Producer,
- d. An inspection of the facilities has been made by staff of the Regional Board,
- e. The Regional Board Executive Officer notifies the Producer by letter that recycled water purveyance can be initiated.

4. OPERATION MANUAL

A copy of the facility operations manual shall be maintained at the Producer's facility and shall be available to operation personnel and Regional Board staff at all times. The following portions of the operations manual shall be posted at the treatment plant as a quick reference for treatment plant operators:

- a) Alarm set points for secondary turbidity, tertiary turbidity and chlorine residual,
- b) Levels at which flow will be diverted for secondary turbidity, tertiary turbidity and chlorine residual.

- c) When to divert flow for high daily and weekly median total coliform;
- d) When the authorities (DHS, DEH, Regional Board) will be notified of a diversion,
- e) Names and numbers of those authorities to be notified in case of a diversion,
- f) Frequency of calibration for turbidimeters and chlorine residual analyzers.

5. COAGULATION ALTERNATIVE

Coagulation need not be used as part of the treatment process provided that the filter effluent turbidity does not exceed 2 NTU, the turbidity of the influent to the filters is continuously measured, the influent turbidity does not exceed 5 NTU, and that there is capability to automatically activate chemical addition or divert wastewater should the turbidity of the influent to the filters exceed 5 NTU.

6. DISINFECTION PROCESS

Disinfection of recycled water shall comply with all requirements of California Code of Regulations, Title 22, Division 4. Disinfection may be accomplished by either:

- a. A chlorine disinfection process that provides a CT (chlorine concentration times modal contact time) value of not less than 450 mg-min/liter at all times with a modal chlorine contact time of at least 90 minutes based on peak dry weather design flow; or
- b. A disinfection process, that, when combined with the filtration process, has been demonstrated to reduce the concentration of plaque-forming units of F-specific bacteriophage MS2, or polio virus, per unit volume of water in the wastewater to one hundred thousandths (1/100,000) of the initial concentration in the filter influent throughout the range of qualities of wastewater that will occur during the recycling process. A virus that is at least as resistant to disinfection as polio virus may be used for purposes of the demonstration.

7. OPERATORS' CERTIFICATION

The Producer's wastewater treatment facilities shall be supervised and operated by persons possessing certificates of appropriate grade pursuant

to Chapter 3, Subchapter 14, Title 23 of the California Code of Regulations.

8. FLOOD PROTECTION

All waste treatment, storage and purveyance facilities shall be protected against 100-year peak stream flows as defined by the San Diego County flood control agency.

9. RUNOFF PROTECTION

All wastewater and recycled water storage facilities shall be protected against erosion, overland runoff, and other impacts resulting from a 100-year, 24 hour frequency storm.

10. MONITORING AND REPORTING

The Producer and Distributors shall comply with attached Monitoring and Reporting Program No. 2000-10, and future revisions thereto as specified by the Executive Officer. Monitoring results shall be reported at the intervals specified in Monitoring and Reporting Program No. 2000-10.

D. BIOSOLIDS SPECIFICATIONS

1. Collected screenings, sludges, other solids removed from liquid wastes, and filter backwash shall be disposed in a manner approved by the Executive Officer.
2. Management of all solids and sludge must comply with all applicable requirements of 40 CFR Parts 257, 258, 501 and 503; CWA Part 405(d), and Title 27, CCR, including all monitoring, record keeping and reporting requirements. Since the State of California, hence the State and Regional Boards, has not been delegated the authority by the USEPA to implement the sludge program, enforcement of sludge requirements of CFR Part 503 is under USEPA's jurisdiction. Once sludge leaves a facility, it is subject to all applicable local, state and federal laws and regulations.
3. All solids and sludge must be disposed of in a municipal solid waste landfill, reused by land application or disposed of in a sludge-only landfill accordance with 40 CFR Parts 503 and 258, and Title 27 CCR. If the discharger desires to dispose of solids or sludge by a different method, a request for permit modification must be submitted to the USEPA and this Regional Board 180 days prior to the initiation of the alternative disposal.

4. Solids and sludge treatment, storage, and disposal or reuse shall not create a nuisance, such as objectionable odors or flies, and shall not result in groundwater contamination.
5. The solids and sludge treatment site and storage site shall have facilities adequate to divert surface water runoff from adjacent areas, to protect the boundaries of the site from erosion, and to prevent drainage from the treatment and storage site. Adequate protection is defined as protection from at least a 100-year storm and protection from the highest possible tidal stage that may occur.
6. The discharge of sewage sludge and solids shall not cause waste material to be in a position where it is, or can be, conveyed from the treatment and storage sites and deposited in the waters of the state.
7. The Recycled Water Agency shall submit a copy of each of the annual reports required by 40 CFR 503 to this Regional Board Executive Officer at the same time those reports are submitted to USEPA. The Recycled Water Agency shall also submit an annual report of the quantity and disposition of sludge generated in the previous calendar year.

E. STANDARD PROVISIONS

1. DUTY TO COMPLY

The Producer and Distributors must comply with all applicable conditions of this Order. Any noncompliance with this Order constitutes a violation of the California Water Code and is grounds for (a) enforcement action; (b) termination, revocation and reissuance, or modification of this Order; or (c) denial of a report of waste discharge in application for new or revised waste discharge requirements.

2. ENTRY AND INSPECTION

The Producer and Distributors shall allow the Regional Board, or an authorized representative, upon the presentation of credentials and other documents as may be required by law to do the following:

- (a) Enter upon the agency's premises where a regulated facility or activity is located or conducted or where records must be kept under the conditions of this Order,
- (b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this Order,

- (c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices or operations regulated or required under this Order,
- (d) Sample or monitor, at reasonable times for the purposes of assuring compliance with this Order or as otherwise authorized by the California Water Code, any substances or parameters at any location.

3. CIVIL MONETARY REMEDIES

The California Water Code provides that any person who intentionally or negligently violates any waste discharge requirements issued, reissued, or amended by this Regional Board is subject to a civil monetary remedy of up to 20 dollars per gallon of waste discharged or, if a cleanup and abatement order is issued, up to 15,000 dollars per day of violation or some combination thereof.

4. PENALTIES FOR INVESTIGATION, MONITORING OR INSPECTION VIOLATIONS

The California Water Code provides that any person failing or refusing to furnish technical or monitoring program reports, as required under this Order, or falsifying any information provided in the monitoring reports is guilty of a misdemeanor and is subject to a civil liability of up to 5,000 dollars for each day in which the violation occurs.

5. ENDANGERMENT OF HEALTH AND ENVIRONMENT

The Producer and/or Distributors shall report any noncompliance which may endanger health or the environment. Any such information shall be provided orally to the Executive Officer within 24 hours from the time the Recycled Water Agency becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the Recycled Water Agency becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected; the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. The Executive Officer, or an authorized representative, may waive the written report on a case-by-case basis if the oral report has been received within 24 hours. The following occurrence(s) must be reported to the Executive Officer within 24 hours:

- (a) Any bypass from any portion of the treatment facility. "Bypass" means the intentional diversion of waste streams from

any portion of a treatment facility to other than a sewer system.

- (b) Any discharge of treated or untreated wastewater resulting from sewer line breaks, obstruction, surcharge or any other circumstances.
- (c) Any treatment plant upset which causes the effluent limitations of this Order to be exceeded.

6. UNAUTHORIZED DISCHARGES OF RECYCLED WATER

Any person who, without regard to intent or negligence, causes or permits an unauthorized discharge of 50,000 gallons or more of recycled water that has been treated to at least disinfected tertiary 2.2 recycled water or 1,000 gallons or more of recycled water that is treated at a level less than disinfected tertiary 2.2 recycled water in or on any waters of the state, or causes or permits such unauthorized discharge to be discharged where it is, or probably will be, discharged in or on any waters of the state, shall, as soon as (1) that person has knowledge of the discharge, (2) notification is possible, and (3) notification can be provided without substantially impeding cleanup or other emergency measures, immediately notify the appropriate regional board.

7. PRIOR NOTICE OF BYPASS

If a need for a discharge bypass is known in advance, the Producer and/or Distributors shall submit prior notice and, if at all possible, such notice shall be submitted at least 10 days prior to the date of the bypass. "Bypass" means the intentional diversion of waste streams from any portion of a treatment facility to other than a sewer system.

8. CORRECTIVE ACTION

The Producer and/or Distributors shall take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with this Order, including such accelerated or additional monitoring as may be necessary to determine the nature and impact of the noncompliance.

9. TREATMENT FAILURE

In an enforcement action, it shall not be a defense for the Producer and/or Distributors that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with this Order. Upon reduction, loss, or failure of the treatment facility, the Producer and/or Distributors shall, to the extent necessary to maintain compliance with this Order, control production or all discharges, or both, until the facility is restored or an alternative method of treatment is provided. This provision

applies for example, when the primary source of power of the treatment facility is failed, reduced, or lost.

10. HAZARDOUS RELEASES

Except for a discharge which is compliance with these waste discharge requirements, any person who, without regard to intent or negligence, causes or permits any hazardous substance or sewage to be discharged in or on any waters of the State, shall as soon as (a) that person has knowledge of the discharge, (b) notification is possible, and (c) notification can be provided without substantially impeding cleanup or other emergency measures, immediately notify the Director of Environmental Health Services, County of San Diego in accordance with California Health and Safety Code Section 5411.5 and the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the State toxic disaster contingency plan adopted pursuant to Article 3.7 (commencing with Section 8574.7) of Chapter 7 of Division 1 of Title 2 of the Government Code, and immediately notify the State Board or the appropriate Regional Board of the discharge. This provision does not require reporting of any discharge of less than a reportable quantity as provided for under subdivisions (f) and (g) of Section 13271 of the Water Code unless the Recycled Water Agency is in violation of a prohibition in the applicable Water Quality Control Plan.

11. PETROLEUM RELEASES

Except for a discharge which is in compliance with these waste discharge requirements, any person who without regard to intent or negligence, causes or permits any oil or petroleum product to be discharged in or on any waters of the State, or discharged or deposited where it is, or probably will be, discharged in or on any waters of the State, shall, as soon as (a) such person has knowledge of the discharge, (b) notification is possible, and (c) notification can be provided without substantially impeding cleanup or other emergency measures, immediately notify the Office of Emergency Services of the discharge in accordance with the spill reporting provision of the State oil spill contingency plan adopted pursuant to Article 3.5 (commencing with Section 8574.1) of Chapter 7 of Division 1 of Title 2 of the Government Code. This requirement does not require reporting of any discharge of less than 42 gallons unless the discharge is also required to be reported pursuant to Section 311 of the Clean Water Act or the discharge is in violation of a prohibition in the applicable Water Quality Control Plan.

12. PERMIT REPOSITORY

A copy of this Order shall be maintained at the Producer's facility and shall be available to operating personnel at all times.

13. RETENTION OF RECORDS

The Producer shall retain records of all monitoring information, including all calibration and maintenance records, copies of all reports required by this Order, and records of all data used to complete the application for this Order. Records shall be maintained for a minimum of five years from the date of the sample, measurement, report, or application. This period may be extended during the course of any unresolved litigation regarding this discharge or when requested by the Regional Board.

14. GENERAL REPORTING REQUIREMENT

The Producer and/or Distributors shall furnish to this Regional Board, within a reasonable time, any information which the Executive Officer may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this Order. The Recycled Water Agency shall also furnish to the Regional Board, upon request, copies of records required to be kept by this Order.

15. PERMIT REVISION

This Order may be modified, revoked and reissued, or terminated for cause including, but not limited to, the following:

- a) Violation of any terms or conditions of this Order,
- b) Obtaining this Order by misrepresentation or failure to disclose fully all relevant facts or
- c) A change in any condition that requires either a temporary or permanent reduction or elimination of the authorized discharge.

The filing of a request by the Producer and/or Distributors for the modification, revocation and reissuance, or termination of this Order, or notification of planned changes or anticipated noncompliance does not stay any condition of this Order.

16. CHANGE IN DISCHARGE

The Producer shall file a new Report of Waste Discharge at least 120 days prior to the following:

- a) Addition of a major industrial waste discharge to a discharge of essentially domestic sewage, or the addition of a new process or product by an industrial facility resulting in a change in the character of the wastes.
- b) Significant change in the treatment or disposal method (e.g., change in the method of treatment which would significantly alter the nature of the waste.)
- c) Change in the disposal area from that described in the findings of this Order.

- d) Increase in flow beyond that specified in this Order.
- e) Other circumstances which result in a material change in character, amount, or location of the waste discharge.
- f) Any planned change in the regulated facility or activity which may result in noncompliance with this Order.

17. CHANGE IN OWNERSHIP

This Order is not transferable to any person except after notice to the Regional Board. The Producer shall submit this notice in writing at least 30 days in advance of any proposed transfer. The notice must include a written agreement between the existing and new Recycled Water Agency containing a specific date for the transfer of this Order's responsibility and coverage between the current Recycled Water Agency and the new Recycled Water Agency. This agreement shall include an acknowledgement that the existing Recycled Water Agency is liable for violations up to the transfer date and that the new Recycled Water Agency is liable from the transfer date on. The Regional Board may require modification or revocation and reissuance of this Order to change the name of the Recycled Water Agency and incorporate such other requirements as may be necessary under the California Water Code.

18. INCOMPLETE REPORTS

Where the Recycled Water Agency becomes aware that it failed to submit any relevant facts in a Report of Waste Discharge or submitted incorrect information in a Report of Waste Discharge or in any report to the Regional Board, it shall promptly submit such facts or information.

19. REPORT DECLARATION

All applications, reports, or information submitted to the Regional Board shall be signed and certified as follows:

- a) The Report of Waste Discharge shall be signed as follows:
 - 1) For a corporation - by a principal executive officer of at least the level of vice-president.
 - 2) For a partnership or sole proprietorship - by a general partner or the proprietor, respectively.
 - 3) For a municipality, state, federal or other public agency - by either a principal executive officer or ranking elected official.

- b) All other reports required by this Order and other information required by the Executive Officer shall be signed by a person designated in paragraph (a) of this provision, or by a duly authorized representative of that person. An individual is a duly authorized representative only if all of the following are true:
- 1) The authorization is made in writing by a person described in paragraph (a) of this provision,
 - 2) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity and
 - 3) The written authorization is submitted to the Executive Officer.
- c) Any person signing a document under this Section shall make the following certification,

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment."

20. REGIONAL BOARD ADDRESS

The Recycled Water Agency shall submit reports required under this Order or other information required by the Executive Officer to the following address:

California Regional Water Quality Control Board
San Diego Region
9771 Clairemont Mesa Blvd, Suite A
San Diego, California 92124-1331

E. NOTIFICATIONS

1. VESTED RIGHTS

This Order does not convey any property rights of any sort or any exclusive privileges. The requirements prescribed herein do not authorize the commission of any act causing injury to persons or property, nor protect the Recycled Water Agency from liability under federal, state or

local laws, nor create a vested right for the Recycled Water Agency to continue the waste discharge.

2. U.S. EPA REVIEW

These requirements have not been officially reviewed by the United States Environmental Protection Agency and are not issued pursuant to Section 402 of the Clean Water Act.

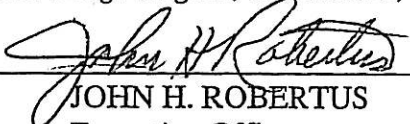
3. SEVERABILITY

The provisions of this Order are severable, and if any provision of this Order, or the application of any provision of this Order to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this Order, shall not be affected thereby.

4. EFFECTIVE DATE

This Order becomes effective on the date of adoption by the San Diego RWQCB.

I, John H. Robertus, Executive Officer, do hereby certify the foregoing is a full, true and correct copy of an Order adopted by the California Regional Water Quality Control Board, San Diego Region, on March 8, 2000.



JOHN H. ROBERTUS
Executive Officer

ATTACHMENT NO.1

TO

ORDER NO. 2000-10

RULES AND REGULATIONS FOR RECYCLED WATER USE PROJECTS

Pursuant to California Water Code (CWC) Section 13523.1(b)(3), this Order requires the recycled water agency to establish and to enforce rules and regulations governing the design, construction and use of recycled water distribution and disposal systems by its customers. The rules and regulations shall be consistent with the with the following criteria:

- Title 22, Division 4, Chapter 3, *Wastewater Reclamation Criteria*;
- Title 17, Division 1, Chapter 5, Group 4, Article 1 & 2, of the California Code of Regulations;
- The State Department of Health Services (DOHS) *Guidelines For Use of Recycled Water, Guidelines for Use of Recycled Water for Construction Purposes, and the County of San Diego Department of Environmental Health Recycled Water Plan Check and Inspection Manual*;
- Any measures that are deemed necessary for protection of public health, such as the American Water Works Association (AWWA) California/Nevada Section, *Guidelines for the Distribution of Non-Potable Water and Guidelines for Retrofitting To Recycled Water* or alternate measures that are acceptable to DOHS.

At a minimum, the rules and regulations shall notify the users that:

1. The use of recycled water shall not cause a pollution, contamination or nuisance, as defined by Section 13050 of the California Water Code.
2. The Recycled Water Agency, the Regional Board, the State and Local Health Department, or an authorized representative of these parties, upon presentation of proper credentials, shall have the right to enter upon the recycled water use site during reasonable hours, to verify that the user is complying with the Recycled Water Agency's rules and regulations.
3. The recycled water user shall provide written notification, in a timely manner, to the Recycled Water Agency of any material change or proposed change in the character of the use of recycled water.

4. Prior to the initiation of recycled water service, the recycled water user shall submit plans and specifications for recycled water distribution facilities to the Recycled Water Agency.
5. The recycled water user shall designate a recycled water supervisor who is responsible for the recycled water system at each use area under the user's control. Specific responsibilities of the recycled water supervisor include the proper installation, operation, and maintenance of the irrigation system; compliance of the project with the Recycled Water Agency's rules and regulations, prevention of potential hazards and preservation of the recycled water distribution system plans in "as built" form. Designated recycled water supervisors shall obtain instruction in the use of recycled water from an institution approved by the State and County Health Departments.
6. The Recycled Water Agency may terminate service to a recycled water user who uses, transports, or stores such water in violation of the Recycled Water Agency's rules and regulations.
7. All recycled water storage facilities owned and/or operated by recycled water users shall be protected against erosion, overland runoff, and other impacts resulting from a 100-year, 24 hour frequency storm unless the Regional Board Executive Officer approves relaxed storm protection measures for the facility.
8. All recycled water storage facilities owned and/or operated by recycled water users shall be protected against 100 - year frequency peak stream flows as defined by the San Diego County flood control agency unless the Regional Board Executive Officer approves relaxed storm protection measures for the facility.
9. The Regional Board may initiate enforcement action against any recycled water user who discharges recycled water in violation of any applicable discharge requirement prescribed by the Regional Board or in a manner which creates or threatens to create conditions of pollution, contamination or nuisance, as defined in Water Code Section 13050.
10. A copy of the recycled water rules and regulations, irrigation system layout map, and a recycled water system operations manual shall be maintained at the use area. These documents shall be available to operating personnel at all times.
11. Irrigation with disinfected tertiary recycled water shall not take place within 50 feet of any domestic water supply well unless all of the following conditions have been met:
 - a. A geological investigation demonstrates that an aquitard exists at the well between the uppermost aquifer being drawn from and the ground surface.
 - b. The well contains an annular seal that extends from the surface into the aquitard.

- c. The well is housed to prevent any recycled water spray from coming into contact with the wellhead facilities.
 - d. The ground surface immediately around the wellhead is contoured to allow surface water to drain away from the well.
 - e. The owner of the well approves of the elimination of the buffer zone requirement.
12. Impoundment of disinfected tertiary recycled water shall not occur within 100 feet of any domestic water supply well.
 13. Irrigation with, or impoundment of, disinfected secondary-2.2 or disinfected secondary -23 recycled water shall not take place within 100 feet of any domestic water supply well.
 14. Irrigation with, or impoundment of, undisinfected secondary recycled water shall not take place within 150 feet of any domestic water supply well.
 15. Reclaimed water facilities shall be operated in accordance with best management practices (BMP's) to prevent direct human consumption of reclaimed water and to minimize misting, ponding, and runoff. BMP's shall be implemented that will minimize both public contact and discharge onto areas not under customer control.
 16. Irrigation with reclaimed water shall be during periods of minimal human use of the service area. Consideration shall be given to allow a adequate dry-out time before the irrigated area will be used by the public.
 17. All drinking fountains located within the approved use area shall be protected by location and/or structure from contact with recycled water spray, mist, or runoff. Protection shall be by design, construction practice, or system operation.
 18. Facilities that may be used by the public, including but not limited to eating surfaces and playground equipment and located within the approved use areas, shall be protected to the maximum extent possible by siting and/or structure from contact by irrigation with recycled water spray, mist, or runoff. Protection shall be by design, construction practice or system operation.
 19. Spray irrigation with recycled water, other than disinfected tertiary recycled water, shall not take place within 100 feet of the property line of a residence or a place where public exposure could be similar to that of a park, playground, or school yard.
 20. All use areas where recycled water is used and that are accessible to the public shall be posted with conspicuous signs, in a size no less than 4 inches by 8 inches, that include the following wording : "RECYCLED WATER - DO NOT DRINK". Lettering shall be of a size easily readable by the public. A pictorial icon with the international "do not drink" symbol shall accompany the written warning.

21. No physical connection shall be made or allowed to exist between any recycled water system and any separate system conveying potable water.
22. The recycled water piping system shall not include any hose bibs. Quick couplers that are different from that used on the potable water system may be used.
23. The public water supply shall not be used as a backup or supplemental source of water for a recycled water system unless the connection between the two systems is protected by an air gap separation which complies with the requirements of Sections 7602(a) and 7603(a) of Title 17 and the approval of the public water system has been obtained. If a "Swivel-ell" type connection is used it must be used in accordance with the provisions of the Department of Health Services Policy Memo 95-004. Approved backflow prevention devices shall be provided, installed, tested, and maintained by the recycled water user in accordance with the applicable provisions of Title 17, Division 1, Chapter 5, Group 4, Article 2.
24. No person other than the Recycled Water Agency shall deliver recycled water to a facility. Connection to the irrigation system by an individual residence is prohibited.
25. All recycled water piping and appurtenances in new installations and appurtenances in retrofit installations shall be colored purple or distinctively wrapped with purple tape in accordance with Chapter 7.9, section 4049.54 of the California Health and Safety Code.
26. Reuse site shut down tests and inspections shall be monitored by the County of San Diego Department of Environmental Health or the State Department of Health Services.
27. Customer complaints concerning recycled water use that may involve public illness shall be reported to the County of San Diego Department of Environmental Health and the State Department of Health Services, and to the Recycled Water Agency who shall maintain a log of all customer complaints regarding recycled water.
28. Any backflow prevention device installed to protect the public water system shall be inspected and maintained in accordance with Section 7605 of Title 17.

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
SAN DIEGO REGION

MONITORING AND REPORTING PROGRAM NO. 2000-10
FOR
SAN ELIJO WATER RECLAMATION FACILITY
SAN DIEGO COUNTY

A. MONITORING PROVISIONS

1. Samples and measurements taken as required herein shall be representative of the volume and nature of the monitored discharge. All samples shall be taken at the monitoring points specified in this Order and, unless otherwise specified, before the effluent joins or is diluted by any other waste stream, body of water, or substance. Monitoring points shall not be changed without notification to and the approval of the Regional Board.
2. A composite sample is defined as a combination of at least eight sample aliquot of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over a 24 hour period. For volatile pollutants, aliquot must be combined in the laboratory immediately before analysis. The composite must be flow proportional; either the time interval between each aliquot or the volume of each aliquot must be proportional to either the stream flow at the time of sampling or the total stream flow since the collection of the previous aliquot. Aliquot may be collected manually or automatically.
3. Monitoring must be conducted according to United States Environmental Protection Agency test procedures approved under Title 40, Code of Federal Regulations (CFR), Part 136, "Guidelines Establishing Test Procedures for Analysis of Pollutants Under the Clean Water Act" as amended, unless other test procedures have been specified in this Order.
4. All analyses shall be performed in a laboratory certified to perform such analyses by the California Department of Health Services or a laboratory approved by the Regional Board.
5. Monitoring results must be reported on forms acceptable to the Regional Board.
6. If the discharger monitors any pollutants more frequently than required by this Order, using test procedures approved under 40 CFR, Part 136, or as specified in this Order, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the discharger's monitoring report. The increased frequency of monitoring shall also be reported.

7. The discharger shall retain records of all monitoring information, including all copies of all reports required by this Order, and records of all data used to complete the application for this Order. Records shall be maintained for a minimum of five years from the date of the sample, measurement, report, or application. This period may be extended during the course of any unresolved litigation regarding this discharge or when requested by the Regional Board.
8. Records of monitoring information shall include:
 - a. The date, exact place, and time of sampling or measurement;
 - b. The individual(s) who performed the sampling or measurements;
 - c. The date(s) analyses were performed;
 - d. The individual(s) who performed the analyses;
 - e. The analytical techniques or method used; and
 - f. The results of such analyses.
9. All monitoring instruments and devices which are used by the discharger to fulfill the prescribed monitoring program shall be properly maintained and calibrated as necessary to ensure their continued accuracy.
10. The discharger shall report all instances of noncompliance not reported under Reporting Declaration D.19 of this Order at the time monitoring reports are submitted. The reports shall contain the information listed in Standard Provision D.19.
11. The monitoring reports shall be signed by an authorized person as required by Reporting Declaration D.19.
12. A grab sample is an individual sample of at least 100 milliliters collected at a randomly selected time over a period not exceeding 15 minutes.
13. A composite sample is defined as a combination of at least eight sample aliquot of at least 100 milliliters, collected at periodic intervals during the operating hours of a facility over a 24 hour period. For volatile pollutants, aliquot must be combined in the laboratory immediately before analysis. The composite must be flow proportional; either the time interval between each aliquot or the volume of each aliquot must be proportional to either the stream flow at the time of sampling or the total stream flow since the collection of the previous aliquot. Aliquot may be collected manually or automatically.
14. Sampling and analysis of treatment plant effluent shall, as a minimum, be conducted in accordance with Article 6 of the California Code of Regulations, Title 22, Division 4, Chapter 3 (Reclamation Criteria).

- 15 Detection methods used for coliforms (total and fecal) shall be those presented in the most recent edition of *Standard Methods for the Examination of Water and Wastewater* or any improved method approved by the Executive Officer.
- 16 The purpose of this monitoring program is to:
- a. Determine compliance with the terms and conditions of Order No. 2000-10.
 - b. Determine that the applicable State and federal water quality standards are met.
 - c. Measure the effectiveness of best management practices at the facility to reduce or prevent pollutants in storm water discharges.

B. EFFLUENT MONITORING

1. The following shall constitute the tertiary effluent monitoring program for SEWRF specific to this order.

MONITORING PROGRAM				
Determination	Unit	Sample Type	Sampling Frequency	Reporting Frequency
Flowrate (tertiary)	GPD	Continuous	Continuous	Monthly
Carbonaceous Biochemical Oxygen Demand (5-day @ 20° C)	Mg/l	Composite	Monthly ¹	Quarterly
Total Suspended Solids	Mg/l	Composite	Monthly ¹	Quarterly
PH	Units	Composite	Monthly ¹	Quarterly
Total Dissolved Solids	Mg/l	Composite	Quarterly ¹	Quarterly
Chloride	Mg/l	Composite	Quarterly ¹	Quarterly
Adjusted Sodium Adsorption Ratio ²		Composite	Quarterly ¹	Quarterly
Sulfate	Mg/l	Composite	Quarterly ¹	Quarterly
Iron	Mg/l	Composite	Quarterly ¹	Quarterly
Manganese	Mg/l	Composite	Quarterly ¹	Quarterly
Boron	Mg/l	Composite	Quarterly ¹	Quarterly
Chlorine Residual				
Coliform	MPN/100 ml	Grab	*	Monthly
Turbidity	NTU	Continuous	**	Monthly

* Samples for coliform bacteria shall be collected at least daily and at a time when wastewater characteristics are most demanding on the treatment facilities and disinfection procedures.

** Turbidity analysis shall be performed by a continuous recording turbidimeter. From the continuous recording turbidimeter, the discharger shall report on a daily log whether the estimated average value is above or below 2 NTU's each day, if the turbidity value exceeds 5 NTU's more than 5% of the time during a 24-hour period and shall not exceed 10 NTU at any time.

1 The discharger shall increase the sampling frequency from monthly to weekly and from annually to quarterly for any noted constituent that exceeds the limit specified by Discharger Specification A.1 of Order 2000-10. Weekly or quarterly monitoring shall continue until the discharger achieves compliance with the limitations for three consecutive periods. After compliance is achieved, the discharger shall resume sampling at the specified frequency.

2 The adjusted sodium adsorption ratio is calculated as follows:

$$\text{Adjusted Sodium Adsorption Ratio (Adj. SAR)}: \frac{\text{Na}}{((\text{Ca}_x + \text{Mg})/2)^{0.5}}, \text{ where Na and Mg are in milliequivalent per liter (me/l)}$$

Ca_x is a modified Ca value calculated using Table 3-2 contained in *Irrigation with Reclaimed Municipal Wastewater, A Guidance Manual*.

Note: MGD = million gallons per day
Mg/l = milligrams per liter
NTU = Nephelometric Turbidity Units
Mmho/cm = inverse of milliohms per centimeters
MPN/100 ml = Most Probable Number per 100 milliliters

3. The monitoring report shall indicate the flowrate and Title 22 levels being achieved in the effluent discharged for land disposal and/or reclamation from the SEWRF. Flowrate reported in the monitoring report shall be representative of the flow discharged from the Title 22 treatment facility.

C. FILTRATION PROCESS MONITORING

If coagulation is not used as part of the treatment process, the turbidity of the filter influent and effluent shall be continuously measured. The discharger shall report orally to the Regional Board staff within 24-hours if effluent turbidity exceed 2 NTU or if the influent turbidity exceeded 5 NTU, and shall describe the measures taken to automatically activate chemical addition or to divert wastewater should the turbidity of the influent to the filters exceed 5 NTU. The discharger shall submit a written report of the incident as part of the monthly monitoring report.

D. RECYCLED WATER USERS SUMMARY REPORT

1. The SEJPA shall submit a quarterly reclaimed water users summary report, compiling reports from the Recycled Water Distributors, that contains the following information:
 - a. Total volume of reclaimed water supplied to all reclaimed water users for each month of the reporting period.
 - b. Total number of reclaimed water use sites.
 - c. Address of the reclaimed water use site.
 - d. Basin Plan name and number of hydrologic subarea underlying the reclaimed water use site.

2. Annually the SEJPA shall submit a reclaimed water users compliance report containing the following information:

a. **Recycled water use site summary information**

The following information shall be submitted for each reclaimed water use site.

- 1) Name of the recycled water use site
- 2) Owner of the recycled water use facility
- 3) Name of the recycled water use supervisor
- 4) Phone number of the recycled water use supervisor
- 5) Mailing address of the recycled water use supervisor, if different from the site address
- 6) Volume of recycled water use site on a monthly basis

b. **Recycled water use site inspections**

Number of recycled water use site inspections conducted by distributors' staff and identification of sites inspected for the reporting period.

c. **Recycled water user violations of the producer/distributor's rules and regulations**

The producer/distributors shall identify all reclaimed water users known by the producer/distributors to be in violation of the producer/distributors' rules and regulations for the reclaimed water users. The report shall include a description of the noncompliance and its cause, including the period of noncompliance, and if the noncompliance has not been corrected; the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

D. REPORTING


Monitoring reports shall be submitted to the Regional Board in accordance with the following schedule:

<u>Reporting Frequency</u>	<u>Report Period</u>	<u>Report Due</u>
Quarterly	January - March	April 30
	April - June	July 30
	July - September	October 30
	October - December	January 30
Annual	January - December	January 30

Monitoring reports shall be submitted to:

California Regional Water Quality Control Board
San Diego Region
9771 Clairemont Mesa Blvd., Suite A
San Diego, CA 92124-1324

Ordered by



JOHN H. ROBERTUS
Executive Officer

March 8, 2000