

AGENDA
SAN ELIJO JOINT POWERS AUTHORITY
MONDAY SEPTEMBER 9, 2013 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
Todd Hutchinson, 15 Years of Service
6. * **CONSENT CALENDAR**
7. * APPROVAL OF MINUTES FOR THE JULY 8, 2013 MEETING
8. * APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS
9. * SAN ELIJO WATER RECLAMATION FACILITY TREATED EFFLUENT FLOWS – MONTHLY REPORT
10. * SAN ELIJO JOINT POWERS AUTHORITY RECYCLED WATER PROGRAM – MONTHLY REPORT
11. * ITEMS REMOVED FROM CONSENT CALENDAR

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

REGULAR AGENDA

12. **AWARD OF CONSTRUCTION CONTRACT FOR THE FLOW EQUALIZATION COVERS REPLACEMENT 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 MPC Containments International;
2. Approve and authorize the General Manager to execute an Agreement for Construction Services between San Elijo Joint Powers Authority and MPC Containments International;
3. Approve and authorize the General Manager to execute an Agreement for Construction Management and Inspection Services between San Elijo Joint Powers Authority and Zero Energy Institute;
4. Approve and authorize the General Manager to issue the Notice to Proceed to MPC Containments International, upon receipt and approval of all bid submittal requirements; and
5. Discuss and take action, as appropriate.

Staff Reference: General Manager

13. **GENERAL MANAGER'S REPORT**

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

14. **GENERAL COUNSEL'S REPORT**

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

15. **BOARD MEMBER COMMENTS**

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

16. **CLOSED SESSION**

None

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

17. **ADJOURNMENT**

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be Monday, October 14, 2013 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: September 4, 2013



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

SAN ELIJO JOINT POWERS AUTHORITY
MINUTES OF THE BOARD MEETING
HELD ON JULY 8, 2013
AT THE
SAN ELIJO WATER RECLAMATION FACILITY

Thomas M. Campbell, Chair

Mark Muir, Vice Chair

A Meeting of the Board of Directors of the San Elijo Joint Powers Authority (SEJPA) was held Monday, July 8, 2013, at 9:00 a.m., at the San Elijo Water Reclamation Facility at 2695 Manchester Avenue, Cardiff by the Sea, California.

1. CALL TO ORDER

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

2. ROLL CALL

Directors Present:

Teresa Barth
Mark Muir
David Ott (Solana Beach Alternate)
David Zito

Directors Absent:

Thomas M. Campbell

Others Present:

General Manager
Director of Operations
Administrative Assistant
Accounting Technician
Safety/HR Administrator

Michael Thornton
Christopher Trees
Jennifer Basco
Carrie Cook
Marisa Buckles

SEJPA Counsel:

Procopio, Cory, Hargreaves & Savitch

Greg Moser
Adriana Sanchez

City of Solana Beach,
Director of Engineering/Public Works

Mohammad "Mo" Sammak

3. PLEDGE OF ALLEGIANCE

Board Member Ott led the Pledge of Allegiance.

4. ORAL COMMUNICATIONS

None

5. PRESENTATION OF AWARDS

None

6. CONSENT CALENDAR

Moved by Board Member Zito and seconded by Board Member Barth to approve the Consent Calendar.

Motion carried with the following vote of approval:

AYES: Barth, Muir, Ott and Zito
NOES: None
ABSENT: Campbell
ABSTAIN: None

Consent Calendar:

- | | |
|--------------------|--|
| Agenda Item No. 7 | Approval of Minutes for the June 10, 2013 meeting |
| Agenda Item No. 8 | Approval for Payment of Warrants and Monthly Investment Report |
| Agenda Item No. 9 | San Elijo Water Reclamation Facility Treated Effluent Flows – Monthly Report |
| Agenda Item No. 10 | San Elijo Joint Powers Authority Recycled Water Program – Monthly Report |
| Agenda Item No. 11 | Authorization for Intensive Monitoring Agreement |
| Agenda Item No. 12 | Staffing Reclassification – Non-Exempt/Exempt |

13. ITEMS REMOVED FROM CONSENT CALENDAR

None

14. ACCEPT AND FILE – FINAL DESIGN PLANS AND SPECIFICATIONS FOR THE FLOW EQUALIZATION BASINS COVER REPLACEMENT PROJECT AT THE SAN ELIJO WATER RECLAMATION FACILITY

The General Manager informed the Board of Directors that the covers for the flow equalization basins (FEB) are nearing the end of their useful life and are showing signs of weather damage. The SEJPA selected Hilts Consulting Group, Inc. to develop design drawings and construction specifications for removing and replacing the FEB covers.

Moved by Board Member Barth and seconded by Board Member Zito to:

1. Authorize the General Manager to accept and file the Final Design Plans and Specifications for the FEB Cover Replacement Project for the San Elijo Water Reclamation Facility prepared by Hilts Consulting Group, Inc.;
2. Authorize the General Manager to award an Engineering Support contract to Hilts Consulting Group, Inc. in an amount not to exceed \$50,000;
3. Authorize the General Manager to file a Notice of Exemption in accordance with CEQA, Categorical Exemption, Class 2 for the project; and
4. Authorize the General Manager to publicly advertise and bid the construction contract.

Motion carried with the following vote of approval:

AYES: Barth, Muir, Ott, and Zito
NOES: None
ABSENT: Campbell
ABSTAIN: None

15. PROJECT APPROVAL FOR THE GENERATOR REPLACEMENT PROJECT AT THE SAN ELIJO WATER RECLAMATION FACILITY

General Manager Thornton reported on the emergency generators at the San Elijo Water Reclamation Facility, which are nearing the end of their expected life cycle. Mr. Thornton stated that with the catastrophic failure of Generator No. 1, and regulations by the San Diego County Air Pollution Control District governing emergency generator emissions, the SEJPA needs to replace, rather than repair, Generator No. 1. The SEJPA has requested a proposal from Dudek to investigate options for generator replacement.

Moved by Board Member Zito and seconded by Board Member Barth to:

1. Authorize the General Manager to hire a consultant for Engineering Design and Bidding Support in the amount not to exceed \$80,000;
2. Authorize the General Manager to file a Notice of Exemption in accordance with CEQA for the project; and
3. Authorize the General Manager to publicly advertise and bid the construction contract.

Motion carried with the following vote of approval:

AYES: Barth, Muir, Ott, and Zito
NOES: None
ABSENT: Campbell
ABSTAIN: None

16. NOTICE OF SUBSTANTIAL COMPLETION – CONSTRUCTION OF THE ADVANCED WATER TREATMENT PROJECT FOR THE SAN ELIJO WATER RECLAMATION FACILITY

General Manager Thornton reported that the construction of the Advanced Water Treatment Project has reached the substantial completion milestone. The Advanced Water Treatment facility is operational and the remaining work under this contract can be described as “punch list” items. W.M. Lyles is the general contractor for this project and will be required to complete all project punch items prior to final payment. Mr. Thornton explained to the Board Members that with the approval of substantial construction completion, the SEJPA will make payment in the amount of \$184,000 to W.M. Lyles and reduce retention holdings from 10% to 5% of the contract value. To date, the SEJPA has made payment to W.M. Lyles in the amount of \$3,642,416. The total contract value is \$4,209,868. Mr. Thornton stated that the project is currently tracking on budget, with only one potential change order under consideration, and the project has been a safety success with zero injuries reported on the job.

Moved by Board Member Barth and seconded by Board Member Zito to:

1. Authorize the General Manager to submit a letter of substantial completion to W.M. Lyles Co.

Motion carried with the following vote of approval:

AYES: Barth, Muir, Ott, and Zito
NOES: None
ABSENT: Campbell
ABSTAIN: None

17. GENERAL MANAGER'S REPORT

General Manager Thornton stated that with the completion of the Cost of Service Study, the SEJPA is working on extending the terms of the agreements with the San Dieguito Water District and the Santa Fe Irrigation District.

18. GENERAL COUNSEL'S REPORT

Greg Moser introduced attorney Adriana Sanchez to the Board of Directors, who will be attending future Board meetings.

19. BOARD MEMBER COMMENTS

None

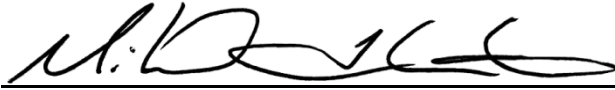
20. CLOSED SESSION

None

21. ADJOURNMENT

The meeting adjourned at 9:17 a.m. The next Board of Directors meeting will be held on September 9, 2013.

Respectfully submitted,

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

Michael T. Thornton, P.E.
General Manager

PAYMENT OF WARRANTS
13-09 & 14-09
30-Aug-13

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
<u>13-09 Warrants</u>		
AT&T	Phone service - 05/13/13 - 06/12/13	\$380.93
AT&T - Olivenhain	DSL - 05/10/13 - 06/09/13	\$72.96
Atlas Pumping Service	Grease and scum pumping - June	\$277.44
Barracuda Networks, Inc.	Network back-up	\$50.00
Basco, Jennifer	Expense report - mileage	\$63.86
Boot World, Inc.	Safety boots - E. Hurtado	\$150.00
Brenntag Pacific, Inc.	Sodium Hydroxide - odor control	\$1,301.69
Cal State Compliance & Consulting	Certified payroll and prevailing wage review	\$2,000.00
California Water Technologies	Ferric Chloride - plant	\$11,404.49
Complete Office	Office supplies	\$261.06
Cook, Carrie	Expense report - UCSD certified bookkeeping program	\$1,318.76
Corodata	Record storage - May	\$69.96
CWEA	Membership - M. Piper	\$140.00
Dickson	Locking case and software upgrade	\$143.00
Filter Belts	Belt filter press - belt replacement	\$866.74
Flo-Systems, Inc.	Pump inspection plate	\$313.20
Golden Bell Products	Lift station degrease and granular chlorine	\$394.20
Guardian	Dental - 07/01/13 - 07/31/13	\$1,236.33
Health and Human Resource	EAP - June	\$317.68
Hilts Consulting Group, Inc.	Engineering - FEB covers replacement project	\$10,170.00
Hoch Consulting	Staff extension services	\$781.25
Hoch Consulting	RW construction management	\$168.75
Hoch Consulting	Design review and SAGE coordination	\$600.00
Hoch Consulting	AWT construction management	\$3,453.13
Hoch Consulting	Administration building project	\$4,725.00
IPMA-HR	Membership - M. Buckles - 07/01/13 - 06/30/14	\$149.00
Jani-King	Janitorial supplies	\$439.81
John Deere Landscapes, Inc.	Broom, shovels, pump, and irrigation system parts	\$329.44
Kennedy/Jenks Consultants	Engineering services - AWT project	\$987.50
King Lee Chemical Co.	Pretreat plus - antiscalant/dispersant	\$898.43
Leaf & Cole, LLP	Audit - progress billing	\$4,575.00
Liebert Cassidy Whitmore	Annual training programs - 07/01/13 - 06/30/14	\$2,870.00
Line-X of Escondido	Crew truck bed liner	\$870.40
Marine Taxonomic Services, Ltd.	Ocean outfall monitoring	\$740.00
Olin Corp.	Sodium Hypochlorite	\$3,102.62
PERS - Health	June health premium	\$17,083.27
PERS - Health	July health premium	\$17,083.27
PERS - Retirement	Retirement premium - 06/08/13 - 06/21/13	\$14,875.20
Pacific Green Landscape	Landscape service - June	\$1,025.00
Parada Painting, Inc.	Prep and coat secondary deck area and lights	\$4,018.64
Parada Painting, Inc.	Clean and paint generator	\$5,344.09
Procopio, Cory, Hargreaves	General legal services - May	\$3,078.70
Procopio, Cory, Hargreaves	Labor and employment - May	\$885.00
R.J. Safety Co., Inc.	Safety glasses and rope for life rings	\$344.03
RSF Security Systems	System repair	\$111.50
San Diego SHRM	Membership - M. Buckles	\$125.00
San Elijo Payroll Account	Payroll - 06/28/2013	\$60,026.74
SDG&E	Gas & electric 05/06/13 - 06/05/13	\$48,167.27
SFID	Water - Solana Beach PS 03/05/13 - 05/03/13	\$61.57
Separation Processes, Inc.	AWT - membrane support services	\$2,541.00
Sun Life Financial	Life and disability insurance - July	\$1,360.23
Sunbelt Rentals	Rental - 175kw diesel generator - 05/23/13 - 06/19/13	\$1,890.00
Terminix Processing Center	Pest control	\$237.00
Terra Renewal LLC	Biosolids hauling - May	\$1,021.35
Trussell Technologies, Inc.	Process engineering and evaluation	\$645.00

PAYMENT OF WARRANTS

13-09 & 14-09

30-Aug-13

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
Unifirst Corporation	Uniform service - June	\$290.68
UPS	Mailing compliance report	\$20.96
Verizon Wireless	Cellular phone service	\$590.70
VWR International, Inc.	Thermometer oven, glass filter, ethyl alcohol	\$728.63
Total 13-09 Warrants		\$237,177.46

14-09 Warrants

A-1 Broadway Foto	New employee ID card - P. Kinkel	\$12.00
A-Check America, Inc.	New employee background check	\$108.00
Abcana Industries	Hydrochloric Acid	\$440.39
AG Tech, LLC	Biosolids hauling - June	\$10,877.03
AG Tech, LLC	Biosolids hauling - July	\$12,768.73
Alfa Laval Ashbrook-Simon-Hartley	Cylinder fiber reinforced plastic and cylinder repair kit	\$1,848.53
Alfa Laval Ashbrook-Simon-Hartley	Guide plate tensioning gear - belt press	\$1,630.85
All American First Aid & Safety	Janitorial and first aid supplies	\$477.91
Alliant Insurance Services	Physical damage policy - 07/01/13 - 07/01/14	\$1,738.92
Applied Industrial Technologies	Coupling for digester pump	\$129.40
Arrowhead Direct	Kitchen and lab supplies	\$253.59
Arrowhead Direct	Kitchen and lab supplies	\$272.61
AT&T	Alarm service	\$383.63
AT&T	Alarm service	\$383.63
AT&T	Phone service - 06/13/13 - 07/12/13	\$386.93
AT&T	Phone service - 07/13/13 - 08/12/13	\$391.54
AT&T - Eden Gardens	DSL - 05/20/13 - 06/19/13	\$73.42
AT&T - Eden Gardens	DSL - 06/20/13 - 07/19/13	\$73.43
AT&T - Olivenhain	DSL - 06/10/13 - 07/09/13	\$72.93
AT&T - Olivenhain	DSL - 07/10/13 - 08/09/13	\$72.96
Atlas Pumping Service	Grit and screening wastewater treatment - July	\$742.35
Atlas Pumping Service	Grease and scum pumping - June	\$832.32
Atlas Pumping Service	Grease and scum pumping - July	\$277.44
Atlas Pumping Service	Grease and scum pumping - July	\$554.88
Atlas Pumping Service	Grease and scum pumping - July	\$751.40
Atlas Pumping Service	Grease and scum pumping - August	\$554.88
BankCard Center	Wellness program, seminars, budget binding	\$2,274.39
BankCard Center	Seminars, calibration, meeting, and office supplies	\$688.74
Barracuda Networks, Inc.	Network back-up	\$100.00
Basco, Jennifer	Expense report - mileage	\$82.34
Bay City Electric Works	Remove and replace main engine harness and temp. sensor	\$2,601.84
Bay City Electric Works	Preventative maintenance on generators	\$2,246.22
Bay City Electric Works	Tear down engine and evaluate damage	\$1,991.37
Brenntag Pacific, Inc.	Citric Acid	\$779.14
Brenntag Pacific, Inc.	Citric Acid	\$1,598.29
Brenntag Pacific, Inc.	Aluminum Chlorohydrate and Sodium Hydroxide	\$2,029.30
Brickman Group, The	Landscape service - August	\$385.00
Buckles, Marisa	Expense report - mileage	\$165.40
California Dept. of Public Health	Distribution Certification - J. Boyle	\$80.00
California Technical Canvas, Inc.	Awning	\$670.40
California Water Technologies	Ferric Chloride	\$5,308.24
Calolympic Safety	Safety sensor	\$994.74
Calscience Environmental Lab	Lab testing	\$237.00
Calscience Environmental Lab	Lab testing	\$1,215.00

PAYMENT OF WARRANTS
13-09 & 14-09
30-Aug-13

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
Calscience Environmental Lab	Lab testing	\$1,974.00
CAN-DO-Maintenance Inc.	Double gate and posts	\$2,473.00
Cimtec Automation, LLC	19" resistive touchscreen 2 duo T6500 processor	\$1,542.42
Coast Waste Management, Inc.	Grit screening charge	\$1,110.20
Coast Waste Management, Inc.	Grit screening - storm drains	\$526.49
Cole-Palmer Instrument Co.	Easy-read certified thermometer	\$224.65
Complete Office	Office supplies	\$55.07
Complete Office	Office supplies	\$86.05
Corodata	Record storage - June	\$67.70
Corodata	Record storage - July	\$110.18
County of San Diego, APCD	District fees - APCD1989-SITE-07586	\$2,845.00
County of San Diego, DEH	Unified Program Facility Permit - Solana Beach PS	\$292.00
County of San Diego, DEH	Unified Program Facility Permit - San Elijo Hills PS	\$292.00
County of San Diego, DEH	Unified Program Facility Permit - Eden Gardens PS	\$292.00
County of San Diego, DEH	Unified Program Facility Permit - Olivenhain PS	\$292.00
County of San Diego, DEH	Unified Program Facility Permit - Moonlight Beach PS	\$292.00
County of San Diego, DEH	Unified Program Facility Permit - Cardiff PS	\$292.00
County of San Diego, DEH	Unified Program Facility Permit - Plant	\$1,646.00
CS-amsc	Valves - boiler room	\$990.96
CSRMA	Property insurance	\$23,768.15
CSRMA	Workers compensation pooled deposit	\$42,387.00
CWEA - Membership	Membership - R. Chea	\$140.00
CWEA - Membership	Membership - S. Arredondo	\$148.00
CWEA - TCP	Certificate - Mechanical Technologist - K. Regnier	\$82.00
DMV	Safety records	\$1.00
DMV	Safety records	\$2.00
DMV	Safety records	\$1.00
Dudek & Associates	As needed GIS modeling - recycled water system	\$680.00
Dudek & Associates	Engineering - generator replacement project	\$21,739.50
EDCO Waste & Recycling	Trash service - June	\$198.77
EDCO Waste & Recycling	Trash service - July	\$202.41
eMaint Enterprises, LLC	CMMS software renewal term through 05/31/2014	\$480.00
Environmental Leverage Inc.	Training seminar - A. Simonson	\$375.00
Environs Landscape Architecture	Landscape design and preparation	\$3,790.92
Flo-Systems, Inc.	Apex housing, liner, splash skirt, and retaining ring	\$1,732.32
Gierlich-Mitchell, Inc.	Brunel clutch drive	\$6,720.00
Golden State Overnight	Mailing lab samples	\$35.34
Government Finance Officers	Membership - P. Kinkel	\$160.00
Grainger, Inc.	Pull tight seal	\$17.00
Guardian	Dental - 08/01/13 - 08/31/13	\$1,236.33
Guardian	Dental - 09/01/13 - 09/30/13	\$1,236.33
Harbor Freight Tools	Supplies for new pump run truck	\$171.31
Hardy Diagnostics	Azide dextrose broth, e. aerogenes, e. feacalis, s. aureus	\$520.97
Harrington Industrial Plastics	Gasket and flange; valve ball, bushing and pipe	\$323.82
Harrington Industrial Plastics	Gasket and flange; valve balls, and bushing	\$342.62
Harrington Industrial Plastics	1/2" adapters, valve ball, coupling, and bushing	\$113.19
Health and Human Resource	EAP - July	\$317.68
Health and Human Resource	EAP - August	\$317.68
Henke, Michael	Expense report - overtime meal RW line break	\$37.80
Hilts Consulting Group, Inc.	Engineering - cover replacement project	\$7,760.00
Hilts Consulting Group, Inc.	Engineering - cover replacement project	\$10,128.00
Hoch Consulting	AWT Q1 grant report prep	\$2,171.87
Hoch Consulting	Design and inspection reports	\$4,537.50
Hoch Consulting	Solana Beach PS design review	\$75.00
Hoch Consulting	AWT construction management	\$546.88
Hoch Consulting	Administration building project	\$315.00
Hoch Consulting	Biosolids conveyor project - plans and specifications	\$2,745.00

PAYMENT OF WARRANTS
13-09 & 14-09
30-Aug-13

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
Hoch Consulting	IRWM grant progress report and board reports	\$1,260.00
Hoch Consulting	Field observation, daily reports, hydrostatic test, and tie-in	\$7,425.00
Hoch Consulting	Storm water diversion structure	\$922.50
Hoch Consulting	Biosolids conveyor project - plans and specifications	\$2,385.00
Hoch Consulting	As-needed engineering services	\$1,462.50
Home Depot Credit Services	Shop and field supplies	\$831.93
Home Depot Credit Services	Shop and field supplies	\$241.80
Jani-King	Janitorial service - July	\$882.64
Jani-King	Janitorial service - August	\$882.64
Kennedy/Jenks Consultants	Recycled water demineralization project	\$18,450.93
King Lee Chemical Co.	Pretreat plus - 0100 - antiscalant/dispersant	\$876.83
King Lee Chemical Co.	Pretreat plus - 0100 - antiscalant/dispersant	\$1,023.98
Kinkel, Paul	Expense report - mileage	\$27.62
Konica Minolta	Monthly copier maintenance	\$139.43
Konica Minolta	Monthly copier maintenance	\$112.33
Leaf & Cole, LLP	Audit-progress billing and as-needed services	\$1,710.00
Leaf & Cole, LLP	Audit-progress billing	\$600.00
Lee's Lock & Safe	Keys	\$9.07
Lee's Lock & Safe	Standard fast board key	\$5.83
Lifecom	Beacon 410 controller, sensor transmitter, and onsite service	\$4,384.77
Lipka, Tony	Electrical safety training	\$380.00
Lipka, Tony	Electrical safety training	\$95.00
Marine Taxonomic Services, Ltd.	Ocean outfall monitoring	\$740.00
Marine Taxonomic Services, Ltd.	Ocean outfall monitoring	\$740.00
MBC Applied Environmental	Annual aerial surveys on Region 9 kelp beds	\$5,328.00
McMaster-Carr Supply Co.	Plumbing supplies, clear suction, and discharge water hose	\$360.05
McMaster-Carr Supply Co.	Solenoid valve with adjustable flow control	\$278.89
McMaster-Carr Supply Co.	Hinged lids, drill, and dispensing nozzle	\$457.94
MegaPath Inc.	T-1 service - July	\$284.22
MegaPath Inc.	T-1 service - August	\$284.22
Miramar Bobcat, Inc.	66" brushcat and s300 loader	\$914.81
Motion Industries, Inc.	Safety stop switch motor controls - belt press	\$347.33
Napa Auto Parts	Back-up alarm, wipers, and oil	\$81.38
Nash Fabricators	Fabricate and install 8" 150 lb flanged steel pipe offset fitting	\$992.89
Olin Corp.	Sodium Hypochlorite	\$5,595.48
Olin Corp.	Sodium Hypochlorite	\$2,908.22
OMWD	Infrastructure rent for recycled water pipelines	\$4,594.50
OMWD	Infrastructure rent for recycled water pipelines	\$2,263.50
OMWD	NSDCRRWP programmatic environmental impact report	\$12,066.00
OMWD	Deposit for The Furman Group	\$8,369.80
Omegadyne, Inc.	Press trans	\$259.41
PERS - Health	Health premium - August	\$17,098.62
PERS - Health	Health premium - September	\$17,098.62
PERS - Retirement	Retirement premium - 06/22/13 - 07/05/13	\$15,731.21
PERS - Retirement	Retirement premium - 07/06/13 - 07/19/13	\$14,544.79
PERS - Retirement	Retirement premium - 07/20/13 - 08/02/13	\$14,742.29
PERS - Retirement	Retirement premium - 08/03/13 - 08/16/13	\$15,274.66
Pacific Green Landscape	Landscape service - July	\$1,025.00
Pacific Green Landscape	Landscape service - August	\$1,025.00
Pacific Green Landscape	New landscape design	\$16,800.00
Pacific Pipeline Supply	Plumbing supplies	\$371.40
Parada Painting	Painting various areas	\$4,573.14
Penn Valley Pump Co., Inc.	Spare gaskets	\$1,536.00
Petty Cash	Replenish petty cash	\$187.56
Polydyne Inc.	Clarifloc (R) we-007	\$11,426.40
Preferred Benefit Insurance	Vision insurance - July	\$293.70
Preferred Benefit Insurance	Vision insurance - August	\$293.70

PAYMENT OF WARRANTS
13-09 & 14-09
30-Aug-13

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
ProBuild	Repair, shop, and field supplies	\$135.28
ProBuild	Repair, shop, and field supplies	\$72.94
Procopio, Cory, Hargreaves	General legal services - June	\$1,282.50
Procopio, Cory, Hargreaves	Labor and employment legal services - June	\$2,208.75
R.J. Safety Co., Inc.	Earplugs, life preserver with rope, and air horn	\$240.17
R.J. Safety Co., Inc.	Anti-fog lens goggle	\$38.56
Recycle SD, Inc.	Disposal of batteries and light bulbs	\$129.00
Rockwell Engineering	Chopper pump	\$12,076.33
RSF Security Systems	Checked and tested radios	\$75.00
RSF Security Systems	CPU batteries	\$73.00
RSF Security Systems	Security - 09/01/13 - 11/30/13	\$1,413.00
RSIS, Inc.	Calibration of LEL sensors in boiler room	\$452.00
Ryan Herco Products Corp.	Premium pressure gauge	\$823.08
San Diego IPMA-HR	Membership - M. Buckles - 07/01/13 - 06/30/14	\$55.00
San Elijo Payroll Account	Payroll - 07/12/2013	\$54,156.97
San Elijo Payroll Account	Payroll - 07/26/2013	\$97,762.70
San Elijo Payroll Account	Payroll - 08/09/2013	\$69,647.03
San Elijo Payroll Account	Payroll - 08/23/2014	\$71,297.93
SCAP	Annual membership	\$2,360.00
SCW Contracting Corp.	Repair recycled water line	\$18,186.75
SDG&E	Gas & electric 06/05/13 - 07/08/13	\$50,254.92
SDG&E	Gas & electric 07/08/13 - 08/06/13	\$52,671.88
SDWD	Administration costs pursuant to agreement	\$22,928.58
SDWD	2710 Manchester - 05/28/13 - 07/22/13	\$192.85
SDWD	3050 Manchester - 05/28/13 - 07/22/13	\$38.83
SDWD	3050 Manchester RW meter 2 - 05/30/13 - 06/27/13	\$72.63
SDWD	3050 Manchester RW meter 2 - 06/27/13 - 07/31/13	\$51.11
SDWD	Manchester - 05/28/13 - 07/22/13	\$166.08
SDWD	Manchester - 05/28/13 - 07/22/13	\$530.97
SDWD	Manchester RW meter 1 - 05/30/13 - 06/27/13	\$156.02
SDWD	Manchester RW meter 1 - 06/27/13 - 07/31/13	\$123.74
SDWD	Manchester RW meter 3 - 05/30/13 - 06/27/13	\$363.15
SDWD	Manchester RW meter 3 - 06/27/13 - 07/31/13	\$564.90
SDWD	Manchester RW meter 4 - 05/30/13 - 06/27/13	\$169.47
SDWD	Manchester RW meter 4 - 06/27/13 - 07/31/13	\$188.30
SDWD	Manchester RW meter 5 - 05/30/13 - 06/27/13	\$672.50
SDWD	Manchester RW meter 5 - 06/27/13 - 07/31/13	\$753.20
SDWD	Manchester RW meter 6 - 05/30/13 - 06/27/13	\$4,269.03
SDWD	Manchester RW meter 6 - 06/27/13 - 07/31/13	\$4,438.50
SDWD	Manchester RW meter 10 - 06/27/13 - 07/31/13	\$2.69
SDWD	S. Coast Highway 101 - 05/28/13 - 07/22/13	\$45.15
SFID	Water - Lomas Santa Fe PS 04/17/13 - 06/17/13	\$182.81
SFID	Water - Lomas Santa Fe PS 05/17/13 - 07/16/13	\$1,795.89
SFID	Water - Solana Beach PS 05/03/13 - 07/02/13	\$64.67
SFID	Water - Eden Gardens PS 05/29/13 - 06/27/13	\$82.12
SFID	Water - Eden Gardens PS 06/27/13 - 07/30/13	\$88.50
SFID	Pipeline purchase payment	\$1,664.29
SFID	Pipeline purchase payment	\$1,875.00
Sign Line	Printed sign - oakcrest reservoir front gate	\$50.76
Simonson, Aaron	Expense report - seminar	\$361.55
SimplexGrinnell	Annual fire extinguishers service	\$1,522.78
SimplexGrinnell	Fire extinguisher training class	\$450.00
SkillPath Seminar	Seminar - M. Henke	\$59.00
Sloan Electric Company	PVC programming and instruction	\$3,078.00
Smart & Final	Kitchen supplies and retirement luncheon	\$252.52
Smart & Final	Kitchen and shop supplies	\$108.91
SoCoGroup, Inc.	Diesel fuel for generators and gearbox oil	\$597.23

PAYMENT OF WARRANTS

13-09 & 14-09

30-Aug-13

VENDOR	DESCRIPTION OF EXPENSE	AMOUNT
State Water Resources Control	Contract 7815-550-0 and accounts receivable 7815-13-13	\$834,675.18
Sun Life Financial	Life and disability insurance - August	\$1,263.83
Sunbelt Rentals	Rental - 175kw diesel generator - 06/20/13 - 07/17/13	\$4,354.12
Sunbelt Rentals	Rental - 175kw diesel generator - 07/18/13 - 08/14/13	\$1,890.00
Terminix Processing Center	Pest control	\$117.00
Terminix Processing Center	Pest control	\$120.00
Terminix Processing Center	Pest control	\$20.00
Terminix Processing Center	Pest control	\$40.00
Test America	Lab testing	\$550.00
The San Diego Union Tribune	Advertising for bids - floating covers project	\$970.00
The Valve Shop	Inner check valve fitting - blower #4	\$482.70
Toyotalift, Inc.	Head gasket, hydraulic pump, seals, and gasket	\$2,766.20
Trees, Christopher A.	Expense report - onboarding lunch with GM, DOFA	\$40.37
Trussell Technologies, Inc.	Process engineer and water quality services	\$2,880.00
Underground Service Alert	Dig alert - June	\$58.50
Underground Service Alert	Dig alert - July	\$93.00
Unifirst Corporation	Uniform service - July	\$187.86
Unifirst Corporation	Uniform service - July	\$184.85
Unifirst Corporation	Uniform service - July	\$91.55
Unifirst Corporation	Uniform service - August	\$360.04
UPS	Mailing compliance reports	\$52.64
UPS	Mailing compliance reports and parts	\$52.40
USABlueBook	Flapper type check valve 4'	\$635.82
USABlueBook	Reclaimed water decals and rhino fiber marking post	\$241.69
USABlueBook	Skimming net	\$69.40
Verizon Wireless	Cellular phone service	\$501.70
Verizon Wireless	Cellular phone service and equipment	\$1,053.72
Vertical Systems	Pump and motor for boiler loop	\$3,456.00
VWR International, Inc.	Tubes and gloves	\$556.06
VWR International, Inc.	Sulfuric Acid, Potassium Iodide, and tubes	\$680.13
VWR International, Inc.	Gloves, glacial acetic acid, filters, and machine detergent	\$572.49
W.M. Lyles Co.	AWT construction contract	\$29,738.00
W.M. Lyles Co.	AWT construction contract	\$203,829.15
Water Environment Federation	Membership - M. Thornton	\$228.00
Western Water Works Supply	8" x 6" ductile iron reducer	\$189.01
Western Water Works Supply	Watts ACV repair kits, combo air, and ball valve fip	\$1,121.55
WEX Bank	Fuel	\$1,156.23
WEX Bank	Fuel	\$2,106.59
WorkPartners Occupational Health	Medical service for new employee	\$114.00
Total 14-09 Warrants		<u>\$2,014,391.05</u>
Total 13-09 Warrants and 14-09 Warrants		<u>\$2,251,568.51</u>

SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

30-Aug-13

PAYMENT OF WARRANTS		\$2,251,568.51
Reference Number	13-09 & 14-09	

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.



Paul F. Kinkel
Director of Finance & Administration

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

30-Aug-13

<u>FUNDS ON DEPOSIT WITH</u>	<u>AMOUNT</u>
LOCAL AGENCY INVESTMENT FUND <i>(JULY 2013 YIELD 0.267%)</i>	
RESTRICTED SRF RESERVE	\$ 630,000.00
UNRESTRICTED DEPOSITS	\$ 5,487,021.35
CALIFORNIA BANK AND TRUST <i>(JULY 2013 YIELD 0.01%)</i>	
REGULAR CHECKING	\$ 443,353.50
PAYROLL CHECKING	\$ 5,000.00
 TOTAL RESOURCES	 \$ 6,565,374.85

*

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 9, 2013

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 months of June and July 2013. 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 98 percent removal for both constituents in June and July (as shown in Figure 1 and Figure 2).

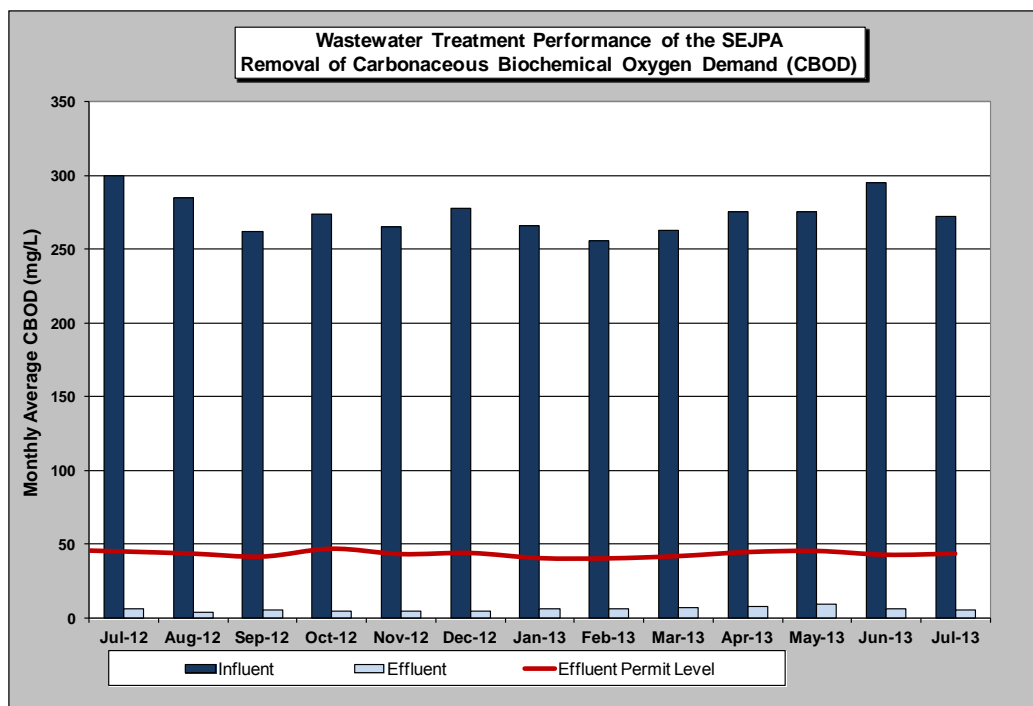


FIGURE 1

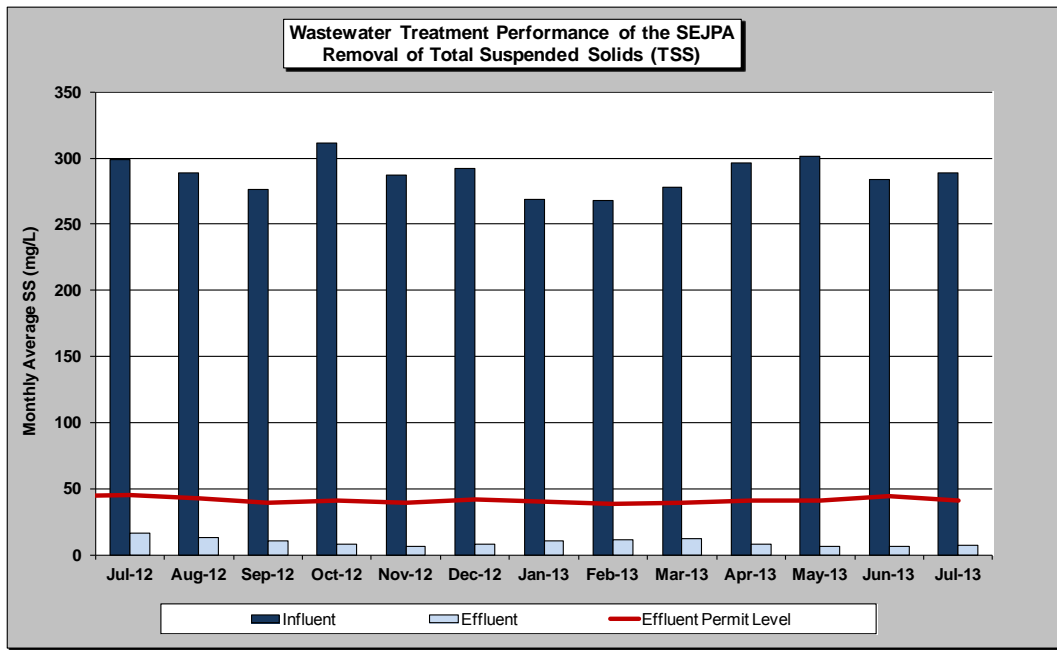


FIGURE 2

Member Agency Flows

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

	June	
	<u>Influent (mgd)</u>	<u>Effluent (mgd)*</u>
Cardiff Sanitary Division	1.341	0.269
City of Solana Beach	1.190	0.239
Rancho Santa Fe SID	0.126	0.025
Total San Elijo WRF Flow	2.657	0.533

	July	
	<u>Influent (mgd)</u>	<u>Effluent (mgd)*</u>
Cardiff Sanitary Division	1.366	0.482
City of Solana Beach	1.269	0.448
Rancho Santa Fe SID	0.144	0.050
Total San Elijo WRF Flow	2.779	0.980

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 (below) presents the historical average, maximum, and unit influent and effluent flow rates per month for each of the Member Agencies since July 2008. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each of the Member Agencies during this same time period.

Figure 3 (next page) presents the 5-year 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 has been approximately 2.7 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.

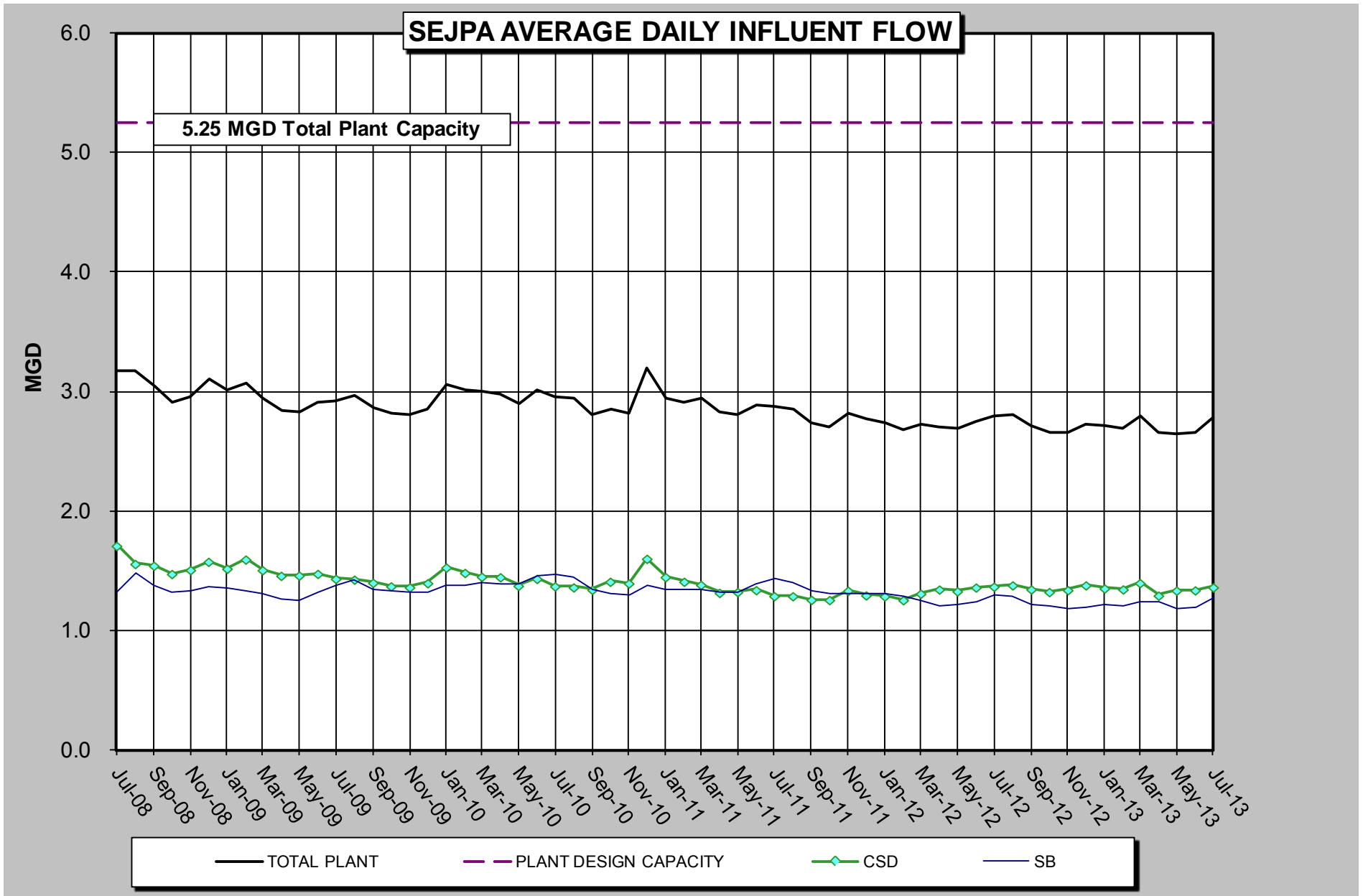


Figure 3

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 months of June and July.

	June (mgd)
Escondido (Average flow rate)	8.51
Escondido (Peak flow rate)	16.0

	July (mgd)
Escondido (Average flow rate)	8.38
Escondido (Peak flow rate)	15.7

Connected Equivalent Dwelling Units

The number of EDUs connected for each of the Member Agencies for the months of June and July is as follows:

	June (EDU)
Cardiff Sanitary Division	8,307
Rancho Santa Fe SID	493
City of Solana Beach	7,428
San Diego (to Solana Beach)	300
Total EDUs to System	16,528

	July (EDU)
Cardiff Sanitary Division	8,309
Rancho Santa Fe SID	493
City of Solana Beach	7,428
San Diego (to Solana Beach)	300
Total EDUs to System	16,530

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 9, 2013

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 June 2013, recycled water demand was 183.75 acre-feet (AF), which was met using 182.54 AF of recycled water and 1.21 AF of supplementation with potable water. The total recycled water sales for fiscal year FY2012/2013 was 1,358.59 AF which is the highest sales total for a fiscal year on record for the Program. For the month of July 2013, recycled water demand was 163.73 acre-feet (AF), which was met using 163.43 AF of recycled water and 0.29 AF of supplementation with potable water.

Figure 1 (attached) provides monthly supply demands for recycled water since September 2000. Figure 2 (attached) provides a graphical view of annual recycled water demand spanning the last thirteen fiscal years.

In April, May, and June 2013 staff noted a few isolated positive coliform sample results in the recycled water effluent. These incidents began occurring intermittently during startup of the new Advanced Water Treatment system. After several months of diagnostic efforts, the root cause was identified and corrected. The Regional Water Quality Control Board, which is the permitting agency with primary responsibility for the treatment system performance was informed of this issue and corrective actions taken. Such treatment system disturbance is not uncommon during water treatment plant construction.

On June 4, 2013 the contractor working at Encinitas Community Park hit and broke the 12-inch diameter recycled water pipeline. SEJPA staff isolated the recycled water line within 15 minutes and the contractor performed the necessary repair that same day.

In July 2013, staff received a call from a homeowner on Balour Avenue stating that her plumber found damage to her sewer lateral that seemed to be caused by the recycled water pipeline installation that occurred in the area in 2000. Staff investigated the report and determined that

the recycled water pipeline, which was installed in close proximity over the sewer lateral had settled over time, cracking the homeowners lateral in several places. SEJPA promptly hired a contractor to repair the damaged sewer lateral. During the investigation, staff identified that an air/vacuum valve in the area had a slow leak and directed the contractor to repair the valve leak as well. The cost of these repairs was slightly over \$15,000 as the sewer lateral repair required street excavation and asphalt repair.

On July 26, 2013, staff noted water rising through the asphalt between the sand filter and the chlorine contact tank within the water reclamation plant site. Staff determined that the leak was likely from a buried recycled water pipeline and an emergency contract was issued to excavate the site and perform necessary repairs. The leak was identified as a damaged recycled water pipeline, which its protective coating appeared to be scratched allowing isolated corrosion to develop a leak. The scratch likely occurred during the original construction of the pipeline 14 years ago. The repair was completed within two days at a cost slightly over \$18,000.

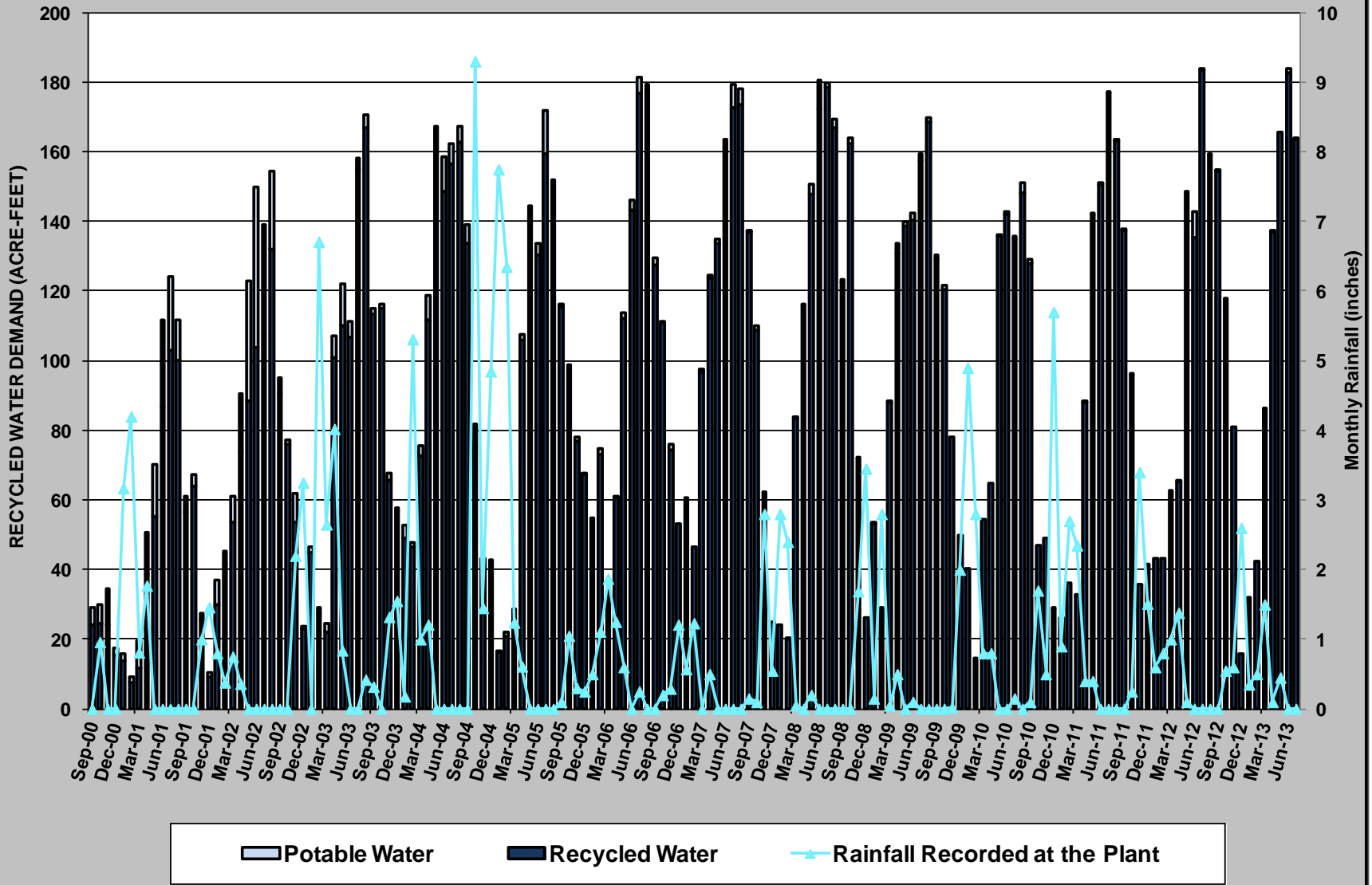
On August 4, 2013, the Lomas Santa Fe Pump Station experienced a variable frequency drive (VFD) failure that severely limited operations of the station for about 36 hours. Staff made emergency repairs to the station and obtained a replacement VFD from another public agency so that the pump station was operable for irrigation again by the next irrigation cycle. This is a great example of how dedicated and creative staff can be when solving problems and making sure SEJPA is able to deliver recycled water to our customers. Although this is the first failure of the pump station since its original construction in 1999, the SEJPA is using this incident as an opportunity to evaluate options for improving operational reliability of the entire recycled water system.

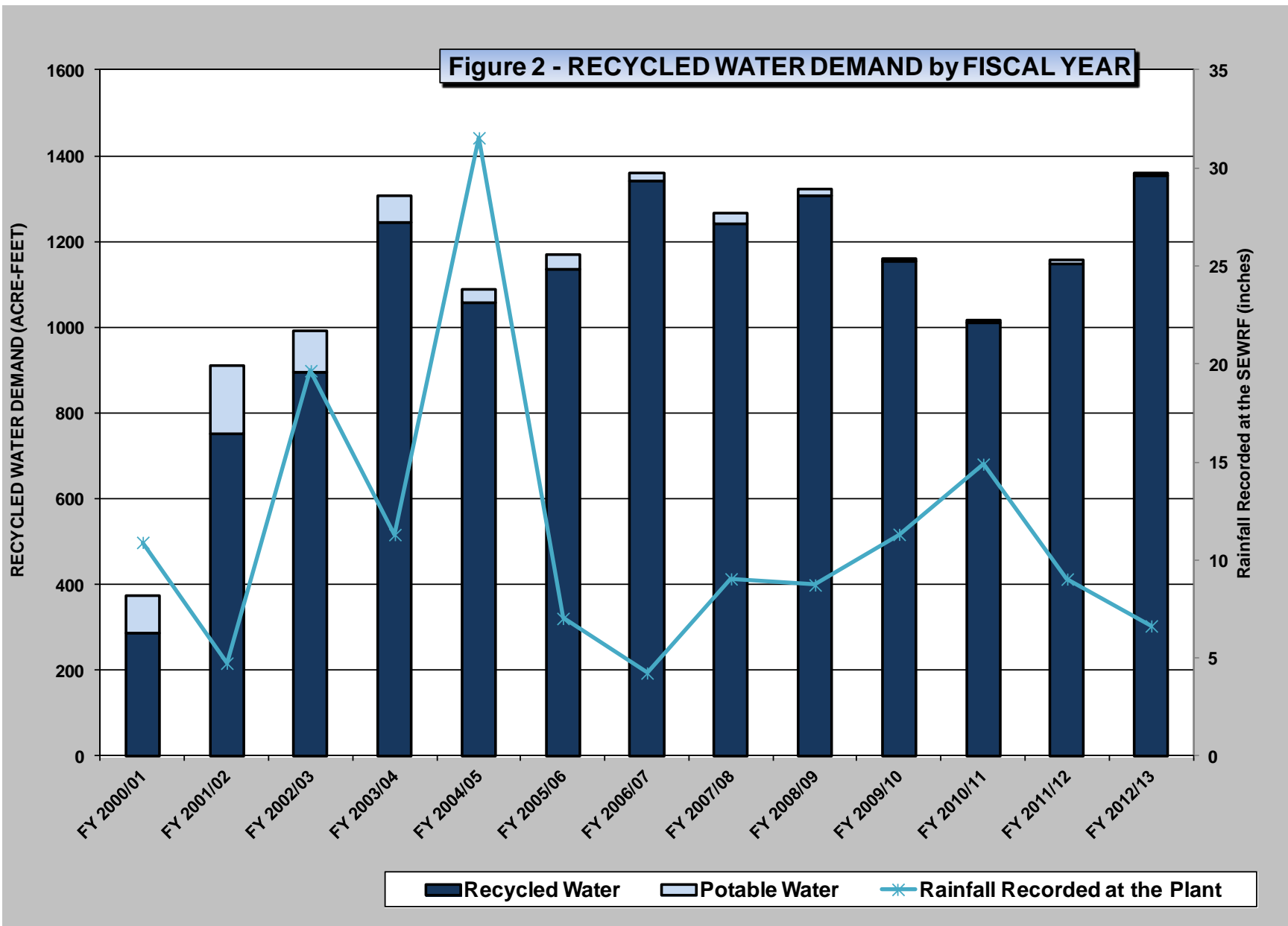
Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Figure 1 - MONTHLY RECYCLED WATER DEMAND





SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

September 9, 2013

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR THE FLOW EQUALIZATION
COVERS REPLACEMENT 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 MPC Containments International;
2. Approve and authorize the General Manager to execute an Agreement for Construction Services between San Elijo Joint Powers Authority and MPC Containments International;
3. Approve and authorize the General Manager to execute an Agreement for Construction Management and Inspection Services between San Elijo Joint Powers Authority and Zero Energy Institute;
4. Approve and authorize the General Manager to issue the Notice to Proceed to MPC Containments International, upon receipt and approval of all bid submittal requirements; and
5. Discuss and take action, as appropriate.

BACKGROUND

During the 1991 treatment plant upgrade and expansion project, two flow equalization basins (FEB) were installed in the eastern portion of the site to equalize the variable flows into the treatment plant for improved process control. Each basin holds approximately 750,000 gallons of primary effluent wastewater under a floating cover. The floating covers are comprised of a flexible geomembrane system which is showing signs of weathering and deterioration.

The original 1991 covers were replaced in 2002 due to deterioration, and now the 2002 covers are at the end of their useful life and are showing signs of weather damage. These covers fail

due to ultraviolet exposure and once the cover begins to degrade, the failure can be quite rapid.

In March 2013, SEJPA staff requested qualifications from engineering firms for the development of design drawings and construction specifications for removing and replacing the FEB covers at the San Elijo Water Reclamation Facility. The SEJPA selected Hilts Consulting Group, Inc. based on their experience with similar projects, their understanding of this project, and the design team's qualifications.

The final design drawings and construction specifications were completed in July 2013. Construction bids were solicited on July 17, 2013, a mandatory pre-construction meeting was held with potential bidders on August 6, 2013, and the bids were opened on August 22, 2013 at 10:00 AM. The Notice Inviting Bids was published in the San Diego Union Tribune on July 22 and July 29 in accordance with Section 7.1 of the SEJPA Purchasing Policy.

In August 2013 staff solicited proposals for construction management (CM) and inspection services for the FEB Covers replacement project from Hoch Consulting and Zero Energy Institute (ZEI).

DISCUSSION

The budget for the construction phase of the project is \$270,000. The results of the construction bids are as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Layfield Environmental	\$270,112.00
Erosion Control Applications	\$271,600.00
MPC Containments International	\$194,521.00*

**Denotes Apparent Low Bidder*

SEJPA has conducted a review of the MPC Containments International bid proposal and relevant experience. The bid proposal appears complete and meets the bid proposal specifications, and MPC Containments International has satisfactory experience in similar-type work. It is therefore recommended to award the contract for construction of the FEB Covers Replacement Project to MPC Containments International. This award is contingent upon verification that the Apparent Low Bidder meets bid requirements, including bonding and insurance, as required. Should any condition not be met, the General Manager will confer with SEJPA Legal Counsel to determine responsiveness to the bid and will provide further information at the next SEJPA Board meeting.

Proposals for Construction Management and Inspection services were received and reviewed by staff. Staff recommends awarding a contract to ZEI for CM and inspection services based on their knowledge and experience inspecting similar projects.

FINANCIAL IMPACT

This project has a budget of \$470,000, which covers all phases of the project as detailed in Table 1. The apparent low bid for construction was \$194,521, which is within budget

expectations for the construction component of the project. The Construction Management and Inspection Services proposal of \$14,172 is also within the budget expectation of this project. The proposed project budget, as amended, is presented below.

Table 1: Proposed FEB Cover Replacement Project Budget

Project Element	Budget
Design & Construction Management	\$150,000
Administration & Legal (4.8% of construction)	\$13,000
Construction	\$270,000
Contingency funding (13.7% of construction)	\$37,000
TOTAL	\$470,000

The budget for design and construction management is \$150,000. To date SEJPA has spent \$34,800 for design and committed up to \$37,300 for engineering technical support during construction. The additional \$14,170 for CM and Inspection work during construction brings the total encumbered for design and CM to \$86,270 and is within the budgeted amount.

It is therefore recommended that the Board of Directors:

1. Approve and authorize the General Manager to issue Notice of Award to MPC Containments International;
2. Approve and authorize the General Manager to execute an Agreement for Construction Services between San Elijo Joint Powers Authority and MPC Containments International;
3. Approve and authorize the General Manager to execute an Agreement for Construction Management and Inspection Services between San Elijo Joint Powers Authority and Zero Energy Institute;
4. Approve and authorize the General Manager to issue the Notice to Proceed to MPC Containments International, upon receipt and approval of all bid submittal requirements; and
5. Discuss and take action, as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment 1: FEB Cover Replacement—Bid Analysis
Attachment 2: Agreement between SEJPA and MPC Containments

ATTACHMENT 1

<p align="center">SAN ELIJO JOINT POWERS AUTHORITY FLOW EQUALIZATION BASIN COVER REPLACEMENT PROJECT BID ANALYSIS</p>				
		MPC Containment Intl.	Erosion Control Applications	Layfield Environmental
I. BID SCHEDULE				
A. BASE BID				
Bid Item	Item Description	Lump Sum Total		
1	Mobilizing Demobilizing, Contracts, Bonds, Insurance & Permits	\$ 6,704.00	\$ 20,000.00	\$ 12,826.00
2	Removal and Disposal of two (2) Existing FEB Covers	\$ 2,470.00	\$ 18,000.00	\$ 18,910.00
3	Remove Sediment from existing basins (Assume 2 cubic yards per basin, 4 cubic yards sediment total)	\$ 2,572.00	\$ 8,000.00	\$ 8,552.00
4	Clean and Inspect two (2) Existing FEB HDPE Liners	\$ 2,573.00	\$ 6,000.00	\$ 3,713.00
5	Perform Repairs to the two (2) Existing FEB HDPE Liners at the direction of Owner	\$ 3,640.00	\$ 1,600.00	\$ 3,400.00
7	Remove and Replace Damaged Concrete Anchors at the direction of the owner	\$ 1,400.00	\$ 2,000.00	\$ 290.00
8	Install Weight Tensioned Geomembrane Floating Cover and all Appurtenances	\$ 165,750.00	\$ 196,000.00	\$ 217,596.00
9	Basin startup Testing, Adjustment, Support Services	\$ 8,412.00	\$ 10,000.00	\$ 2,830.00
10	Balance of Work Included in the Overall Project Scope	\$ 1,000.00	\$ 10,000.00	\$ 1,995.00
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
Base Bid Total		\$ 194,521.00	\$ 271,600.00	\$ 270,112.00
B. OPTIONAL BID ITEMS				
Bid Item	Item Description	Lump Sum Total		
22				
Optional Bid Items Total:		\$ -	\$ -	\$ -
C. TOTAL BID AMOUNT				
		\$ 194,521.00	\$ 271,600.00	\$ 270,112.00

ATTACHMENT 2

SECTION 00500

AGREEMENT

For: **FLOW EQUALIZATION BASINS FLOATING COVERS PROJECT**

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

RECITALS

OWNER requires a general CONTRACTOR to construct a public works project generally described as the Recycled Water Demineralization 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, 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. _____, _____, and _____, 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.

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.

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 A – General Engineering Contractor or C-61 – Specialty Contractor with subcategory D12at the time of signing this Agreement, and shall maintain such license during the term of this Agreement. The CONTRACTOR shall affirm its license number, classification and expiration date as stated on its Bid by signing 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:

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 the 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.

3.3 CONTRACTOR shall fully complete the performance of this Contract within One Hundred (100) 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 one-thousand dollars (\$1,000.00) 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.

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 forty-five (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.

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 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.

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.

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 _____ dollars (\$_____).

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 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:

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 _____ through _____ 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.

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.

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: _____
AUTHORIZED SIGNATURE

BY: _____
AUTHORIZED SIGNATURE

TITLE

TITLE

END OF AGREEMENT