

AGENDA
SAN ELIJO JOINT POWERS AUTHORITY
MONDAY MARCH 10, 2014 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
 - Marisa Buckles – 5 Years of Service
6. * **CONSENT CALENDAR**
7. * APPROVAL OF MINUTES FOR THE FEBRUARY 10, 2014 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 SHAFTLESS SCREW CONVEYOR PROJECT FOR THE SAN ELIJO WATER RECLAMATION FACILITY**

1. Authorize the General Manager to Award Construction Contract to NeWEST Construction Company for an Amount not to Exceed \$234,000; and
2. Discuss and take action, as appropriate.

Staff Reference: General Manager

13. **AWARD OF CONSTRUCTION CONTRACT FOR THE SAN ELIJO WATER RECLAMATION FACILITY AND THE SAN ELIJO HILLS PUMP STATION EMERGENCY POWER PROJECT**

1. Authorize the General Manager to enter into a Joint Project Cost Sharing Agreement with the City of Solana Beach;
2. Authorize the General Manager to Award Construction Contract to NeWEST Construction Company for an Amount not to Exceed \$906,000;
3. Authorize the General Manager to Execute an Agreement for Construction Management and Inspection Services between San Elijo Joint Powers Authority and Hoch Consulting for an Amount not to Exceed \$41,000; and
4. Discuss and take action, as appropriate.

Staff Reference: General Manager

14. **AWARD OF CONTRACT FOR SAN ELIJO WATER RECLAMATION FACILITY 2015 FACILITY PLAN**

1. Approve the Agreement with Carollo Engineers for the San Elijo Water Reclamation 2015 Facility Plan for an Amount not to Exceed \$113,952; and
2. Discuss and take action as appropriate.

Staff Reference: General Manager

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

A closed session will be held per Government Code Section 54956.8: Real Property Negotiations.

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".

19. ADJOURNMENT

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be Monday, April 14, 2014 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: March 5, 2014



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

SAN ELIJO JOINT POWERS AUTHORITY
MINUTES OF THE BOARD MEETING
HELD ON FEBRUARY 10, 2014
AT THE
SAN ELIJO WATER RECLAMATION FACILITY

Mark Muir, Chair

David Zito, Vice Chair

A Meeting of the Board of Directors of the San Elijo Joint Powers Authority (SEJPA) was held Monday, February 10, 2014, 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 Muir called the meeting to order at 9:00 a.m.

2. ROLL CALL

Directors Present:

Mark Muir
David Zito
David Ott, Solana Beach Alternate

Directors Absent:

*Teresa Barth
Thomas M. Campbell*

Others Present:

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

Michael Thornton
Christopher Trees
Paul Kinkel
Jennifer Basco
Carrie Cook
Marisa Buckles

SEJPA Counsel:

Procopio, Cory, Hargreaves & Savitch

Greg Moser

City of Encinitas,

Director of Engineering and Public Works
Public Works Management Analyst

Glenn Pruim
Bill Wilson

City of Solana Beach,

City Manager
Director of Engineering/Public Works

David Ott
Mohammad "Mo" Sammak

3. PLEDGE OF ALLEGIANCE

Chair Muir led the Pledge of Allegiance.

4. ORAL COMMUNICATIONS

None

5. PRESENTATION OF AWARDS

None

6. CONSENT CALENDAR

Moved by Vice Chair Zito and seconded by Board Member Ott to approve the Consent Calendar.

Motion carried with the following vote of approval:

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

Consent Calendar:

Agenda Item No. 7 Approval of Minutes for the January 13, 2014 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. SAN ELIJO JOINT POWERS AUTHORITY MID-YEAR REVIEW OF THE FISCAL YEAR 2013-14 OPERATING BUDGET

The Director of Finance & Administration, Paul Kinkel, presented the mid-year analysis of the SEJPA's FY 2013-14 Budget. Mr. Kinkel stated that overall, the SEJPA is expected to conclude the fiscal year slightly below budget. The savings are primarily a result of lower than forecasted Personnel Expense and unspent Contingency funds offset by higher than budgeted Utility Costs, unplanned repairs associated with recycled water pipelines, and for the wastewater treatment facility.

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

13. AGENCY RESOURCE SHARING AGREEMENT – IT SERVICES

The Director of Finance/Administration, Paul Kinkel, informed the Board of Directors that the collaboration with the City of Encinitas for IT services is moving forward successfully. He reported that the first phase of the work has been completed and the SEJPA is now connected to the City of Encinitas' fiber optic internet system and the SEJPA administrative network now resides on the Encinitas server system. Mr. Kinkel complemented the City IT staff for their attention to detail and professionalism.

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

14. PROPOSED 2015 FACILITY PLAN FOR THE SAN ELIJO WATER RECLAMATION FACILITY

General Manager Thornton provided background on the construction history of the San Elijo Water Reclamation Facility and the San Elijo Ocean Outfall. He highlighted the construction cost and age of the assets, and provided details on the various upgrades and improvements the SEJPA has made to its facilities over the years. As part of managing these assets in sound operating condition and planning for future capital projects, the General Manager reported that the agency prepared a facility master plan in 2007. The General Manager is recommending that the SEJPA update this facility plan to incorporate newly constructed facilities, and other assets not included in the 2007 Plan. The proposed facility plan will serve as an asset management tool providing guidance for asset replacement decisions and serving as the foundation to the SEJPA's capital improvement plan for the next ten years.

The General Manager stated that the cost for completing the facility plan is anticipated to be in the range of \$140,000 to \$175,000, depending on the final negotiated scope of work and any applicable grants. It is anticipated that funding will be drawn equally from the wastewater treatment, recycled water, and ocean outfall programs, unless there is clear justification to apply more cost to one program. Assuming equal distribution to the three programs, then the anticipated cost to each member agency is approximately \$35,000.

The General Manager reported that the SEJPA has requested proposals from six engineering firms for this project. Staff will select the winning proposal based on the best combination of qualifications, project understanding and approach, and innovative or value based ideas. Staff anticipates presenting the project contract, final negotiated scope of work, and fee to the SEJPA Board for approval consideration at the March 10, 2014 Board meeting.

Staff is also considering pursuing a recycled water planning grant as part of this effort. Included in the staff report is the planning grant resolution required for the grant. Executing this resolution does not bind the agency to pursuing the grant.

Moved by Vice Chair Zito and seconded by Board Member Ott to:

1. Approve Recycled Water Facility Planning Grant Resolution and Authorize General Manager to Execute.

Motion carried with the following vote of approval:

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

15. GENERAL MANAGER'S REPORT

General Manager Thornton informed the Board Members that the Army National Guard completed their water treatment training at the San Elijo Water Reclamation Facility this past weekend. The training was considered a success and the Army National Guard expressed their appreciation for the use of the site and our staff assistance. This was a cooperative effort set up by the Bureau of Reclamation and the Olivenhain Municipal Water District. Mr. Thornton also informed the Board of Directors that the Department of Water Resources (DWR) has released its final recommendations for the Proposition 84, Round 2 IRWM, grant funding. DWR is recommending full funding to the San Diego region, which is approximately \$10 million. The SEJPA is a partner to one of the projects listed in Round 2 for recycled water conveyance and storage improvements.

16. GENERAL COUNSEL'S REPORT

None

17. BOARD MEMBER COMMENTS

None

18. CLOSED SESSION

The Board of Directors adjourned to closed session at 9:41 a.m., with Michael Thornton per Government Code Section 54956.8 – Real Property Negotiations.

The Board of Directors came out of closed session at 9:49 a.m. with no reportable action.

19. ADJOURNMENT

The meeting adjourned at 9:50 a.m. The next Board of Directors meeting will be held on March 10, 2014.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY**PAYMENT OF WARRANTS****14-03****For the Month of February-2014**

Check #	Vendor Name	Description	Amount	
29832	A-1 Broadway Foto	Printing	Employee ID card - M. Faudoa	12.00
29833	Aflac	Medical Insurance - Pers	Medical and supplemental life insurance	743.52
29834	Applied Industrial Tech.	Repair Parts Expense	Brake assembly and coil for barscreen	1,255.05
29835	Arizona Instrument	Equipment Rental/Lease	H2S analyzer	185.00
29836	Arrowhead	Supplies - Lab	Kitchen and lab supplies	270.03
29837	Aspen Publishers, Inc.	Supplies - Office	APA Basic Guide to Payroll 2014	500.12
29838	AT&T	Utilities - Telephone	DSL - 12/20/13 - 01/14/14	79.19
29839	AT & T	Utilities - Telephone	Alarm service	465.16
29840	Atlas Pumping Service Inc.	Services - Grease & Scum	Grease and scum pumping	277.44
29841	BankCard Center	Capital Outlay	Meetings, office and shop supplies	725.03
29842	The Brickman Group Ltd.	Services - Landscape	February	385.00
29843	Brithinee Electric	Repair Parts Expense	Motor for odor scrubber	1,027.80
29844	CDW Government	Capital Outlay	IT upgrade - hardware	7,760.00
29845	Coast Waste Management, Inc.	Grit and Screenings	Sediment	600.88
29846	Carrie Cook	Travel	Training	72.19
29847	DC Frost Associates, Inc.	Repair Parts Expense	Autobags for Heliclean	490.80
29848	EDCO Waste & Recycling Service	Utilities - Trash	January	202.41
29849	Ferrellgas	Fuel	Propane for forklift	106.02
29850	Filter Belts	Repair Parts Expense	Lower belt and wire for belt press	914.76
29851	Gierlich Mitchell, Inc.	Capital Outlay	Impeller and wear ring for RAS pump	10,559.80
29852	Golden State Overnight	Postage/Shipping	Mailing lab samples	62.53
29853	GTC Systems	Capital Outlay	IT upgrade - transceiver module	567.00
29854	Hach Company	Capital Outlay	All weather refrigerated sampler	6,209.00
29855	Harrington Industrial Plastics	Repair Parts Expense	Plumbing supplies	73.62
29856	Health and Human Resource	Employee Assistance Program	February	317.68
29857	Hoch Consulting, APC	Services - Engineering	Project engineering services	5,805.00
29858	Home Depot Credit Services	Capital Outlay	Ginder, repairs, shop and field supplies	302.34
29859	Insight Investments, LLC	Capital Outlay	IT upgrade - operating system	1,862.99
29860	Jani-King of CA, Inc. - SEO	Supplies - Janitorial	Janitorial supplies	1,392.79
29861	Jennifer Basco	Travel	Mileage	67.28
29862	Konica Minolta	Services - Maintenance	Copier monthly maintenance	131.10
29863	Casey Larsen	Capital Outlay	IT upgrade - hardware reimbursement	130.23
29864	The Lawton Group	Services - Temp	Weeks worked - 01/13/14 - 02/02/14	3,203.65
29865	Leaf & Cole, LLP	Services - Accounting	Audit	6,500.00
29866	R.F. MacDonald Co.	Services - Maintenance	Service on boiler #2	711.00
29867	Marine Taxonomic Services, Ltd.	Subcontractors	Water sampling and pile support survey	1,850.00
29868	MegaPath Corporation	Utilities - Internet	T-1 service - February	279.27
29869	Napa Auto Parts	Supplies - Shop & Field	Oil	71.14
29870	Nash Fabricators	Services - Maintenance	Air mixer pipe unit and heliclean	1,128.00
29871	NCPA - Membership	Dues & Memberships	Membership - M. Buckles	100.00
29872	Olin Corp - Chlor Alkali	Supplies - Chem - Sodium Hypo	Sodium Hypochlorite	5,494.50
29873	Olivenhain Municipal Water Dis	Rent	OMWD pipeline rental payment	4,266.00
29874	Pacific Pipeline Supply	Repair Parts Expense	Center ring	225.56
29875	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 01/18/14 - 01/31/14	14,490.32
29876	Preferred Benefit Insurance	Dental/Vision	Vision insurance - 02/01/14 - 02/28/14	308.90
29877	ProBuild	Supplies - Shop & Field	Repairs, plumbing supplies, shop supplies	88.53
29878	Safe Hearingq America	Services - Medical	On-site mobile hearing tests	811.50
29879	San Dieguito Water	Utilities - Water	Recycled water meters	7,263.26
29880	Santa Fe Irrigation District	Utilities - Water (Suppl.)	Lomas Santa Fe - 11/19/13 -01/20/14	868.39
29881	Santa Fe Irrigation District	Utilities - Water	Valley - 12/30/13 - 01/29/14	78.93
29882	Santa Fe Irrigation District	SFID Distribution Pipeline	Pipeline purchase payment - January	722.11
29883	Sloan Electric Company	Repair Parts Expense	Barscreen motor and brakes	3,755.01
29884	Smart & Final	Supplies - Office	Kitchen supplies	128.34
29885	Sun Life Financial	Life Insurance/Disability	Life and disability insurance - February	1,138.55
29886	Nicholas Talbot	Subcontractors	Reimbursement for concrete	295.00
29887	TargetSolutions	Training - Safety	Annual user license	2,095.00
29888	Terminix Processing Center	Services - Maintenance	Pest control	20.00
29889	Trussell Technologies, Inc.	Services - Engineering	As-needed services	430.00
29890	Unifirst Corporation	Services - Uniforms	Uniform service	399.01
29891	UPS	Postage/Shipping	Mailing parts and compliance reports	172.18
29892	Underground Service Alert/SC	Services - Alarm	Diq alert - January	127.50
29893	Valley Chain & Gear, Inc.	Repair Parts Expense	Belts	273.25
29894	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 457	5,747.91
29895	Vantagepoint Transfer Agents	ICMA Retirement	ICMA - 401a	2,504.44
29896	Vaughn Irrigation Services, Inc.	Repair Parts Expense	Plumbing parts	132.30

SAN ELIJO JOINT POWERS AUTHORITY**PAYMENT OF WARRANTS****14-03****For the Month of February-2014**

Check #	Vendor Name	Description	Amount	
29897	VWR International, Inc.	Supplies - Lab	Gloves, flask, and tubes	656.04
29898	Waterman Industries, Inc.	Capital Outlay	Stainless steel gate	4,774.32
29899	WEX Bank	Interest Expense	Fuel - January	1,133.32
29900	Wonderware West	Licenses	First support renewal - 02/16/14 - 02/16/15	8,655.99
29901	WorkPartners Occupational	Services - Medical	New employee	130.00
29902	Zones	Capital Outlay	IT upgrade - MR34 Cloud Managed AP	2,774.70
29903	A-Check America, Inc.	Preemployment Screening	New employee	100.50
29904	Ag Tech, LLC	Services - Biosolids Hauling	January	13,163.98
29905	Allied Electronics Inc.	Repair Parts Expense	Electronic supplies	308.50
29906	Aquatic Bioassay	Services - Laboratory	Lab sample testing	1,040.00
29907	Atlas Pumping Service Inc.	Services - Grease & Scum	Grease and scum pumping	554.88
29908	B.J.-s Rental Store	Equipment Rental/Lease	Vibrator concrete standard	48.00
29909	Boot World, Inc.	Uniforms - Boots	Safety boots	150.00
29910	Brenntag Pacific, Inc	Supplies - Chem - Odor	Sodium Hydroxide	2,456.34
29911	California Water Technologies	Supplies - Chem - Ferrous Chlo	Ferric Chloride - plant	5,241.03
29912	CAN-DO-Maintenance Inc.	Services - Maintenance	Repair chain link fence	300.00
29913	Complete Office	Supplies - Office	Frames, paper, flash drives, and pens	258.38
29914	Corodata	Rent	Record storage - January	76.20
29915	County of San Diego	Fees - Permits	District fees - APCD2002-SITE-07513	356.00
29916	County of San Diego	Fees - Permits	District fees - APCD2002-SITE-04514	309.00
29917	County of San Diego	Fees - Permits	District fees - APCD2002-SITE-04515	1,318.00
29918	County of San Diego	Fees - Permits	District fees - APCD2002-SITE-04516	356.00
29919	County of San Diego	Fees - Permits	Permit for new generator project	2,527.00
29920	DMV	Services - Other	Safety records - 01/01/14 - 01/31/14	4.00
29921	Fastenal Company	Minor Equip - Shop & Field	Nuts and bolts	610.01
29922	Gierlich Mitchell, Inc.	Repair Parts Expense	Torque limiter and sprocket	8,290.64
29923	Govplace	Licenses	IT upgrade	520.50
29924	George T. Hall Co., Inc.	Repair Parts Expense	High flow gas valve for boiler	3,567.52
29925	Harrington Industrial Plastics	Repair Parts Expense	Valve, connector, elbow, and adaper	176.73
29926	Michael Henke	Repair Parts Expense	Plumbing parts for DAFT project	2,235.63
29927	ITI Calbing, Inc.	Services - Maintenance	IT fiber installation	3,231.60
29928	Paul Kinkel	Supplies - Office	1099 compliance filing and mileage	46.41
29929	Lee's Lock and Safe	Repair Parts Expense	Master padlocks	249.86
29930	McMaster-Carr Supply Co.	Repair Parts Expense	Plumbing supplies and door closer	741.94
29931	OneSource Distributors, Inc.	Repair Parts Expense	Marathon motor	192.80
29932	Pacific Green Landscape	Services - Landscape	February	1,125.00
29933	Pacific Pipeline Supply	Repair Parts Expense	Saddle service epoxy and valve box lids	436.34
29934	P.E.R.S.	Medical Insurance - Pers	Health - March	19,735.79
29935	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 02/01/14 - 02/14/14	14,891.93
29936	Procopio Cory Hargreaves	Services - Legal	General - January	3,904.50
29937	RSF Security Systems	Services - Alarm	Security - 03/01/14 - 05/31/14	1,353.00
29938	San Dieguito Water District	Utilities - Water	Recycled water meters	1,939.42
29939	San Diego Gas & Electric	Utilities - Gas & Electric	01/07/14 - 02/05/14	45,392.31
29940	Specialty Seals & Accessories	Repair Parts Expense	Seals	1,391.20
29941	Sunbelt Rentals	Equipment Rental/Lease	Diesel qenerator - 01/30/14 - 02/26/14	1,890.00
29942	Terminix Processing Center	Services - Maintenance	Pest control	137.00
29943	Test America	Services - Laboratory	Water samples testing	145.00
29944	Michael Thornton	Subsistence - Travel/Rm & Bd	WaterReuse travel and meetings	629.16
29945	Unifirst Corporation	Services - Uniforms	Uniform service	225.35
29946	The San Diego Union-Tribune	Advertising	Shaftless Screw Conveyor and Generator	1,965.60
29947	Univar USA Inc.	Supplies - Chemicals	Citric Acid	833.53
29948	USA Bluebook	Repair Parts Expense	Plumbing parts, screw valve box cleaner	804.33
29949	Vantagepoint Transfer Agents	ICMA Retirement	457 - ICMA	5,863.65
29950	Vantagepoint Transfer Agents	ICMA Retirement	401a - ICMA	2,618.30
29951	Verizon Wireless	Utilities - Telephone	Cell phone service - 01/08/14 - 02/07/14	514.17
29952	VWR International, Inc.	Supplies - Lab	Spigot, buffer, thermometer	687.03
29953	Zero Energy Institue, LLC	Subcontractors	FEB Floating Cover Project	14,170.00
	San Elijo Payroll Account	Payroll	Payroll - 02/07/14 (Less Retirement Plans)	74,475.29
	San Elijo Payroll Account	Payroll	Payroll - 02/21/14 (Less Retirement Plans)	56,325.50
				<u><u>\$ 427,242.53</u></u>

SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

For the Month of February-2014

As of March 1, 2014

PAYMENT OF WARRANTS		\$ 427,242.53
Reference Number	14-03	

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



Paul F. Kinkel
Director of Finance & Administration

STATEMENT OF FUNDS AVAILABLE FOR PAYMENT OF WARRANTS
AND INVESTMENT INFORMATION
As of March 1, 2014

FUNDS ON DEPOSIT WITH	AMOUNT
LOCAL AGENCY INVESTMENT FUND <i>(JANUARY 2014 YIELD 0.26%)</i>	
RESTRICTED SRF RESERVE	\$ 630,000.00
UNRESTRICTED DEPOSITS	\$ 5,125,270.36
CALIFORNIA BANK AND TRUST <i>(JANUARY 2014 YIELD 0.01%)</i>	
REGULAR CHECKING	\$ 681,743.86
PAYROLL CHECKING	\$ 5,000.00
 TOTAL RESOURCES	 \$ 6,442,014.22

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

March 10, 2014

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

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

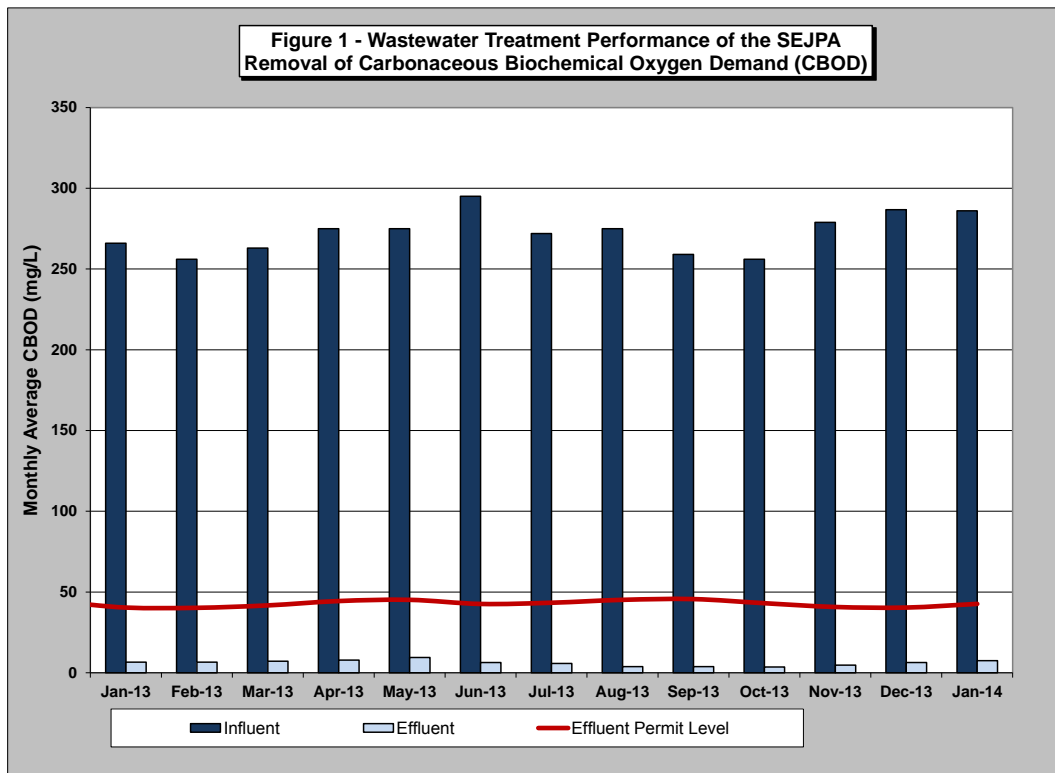
RECOMMENDATION

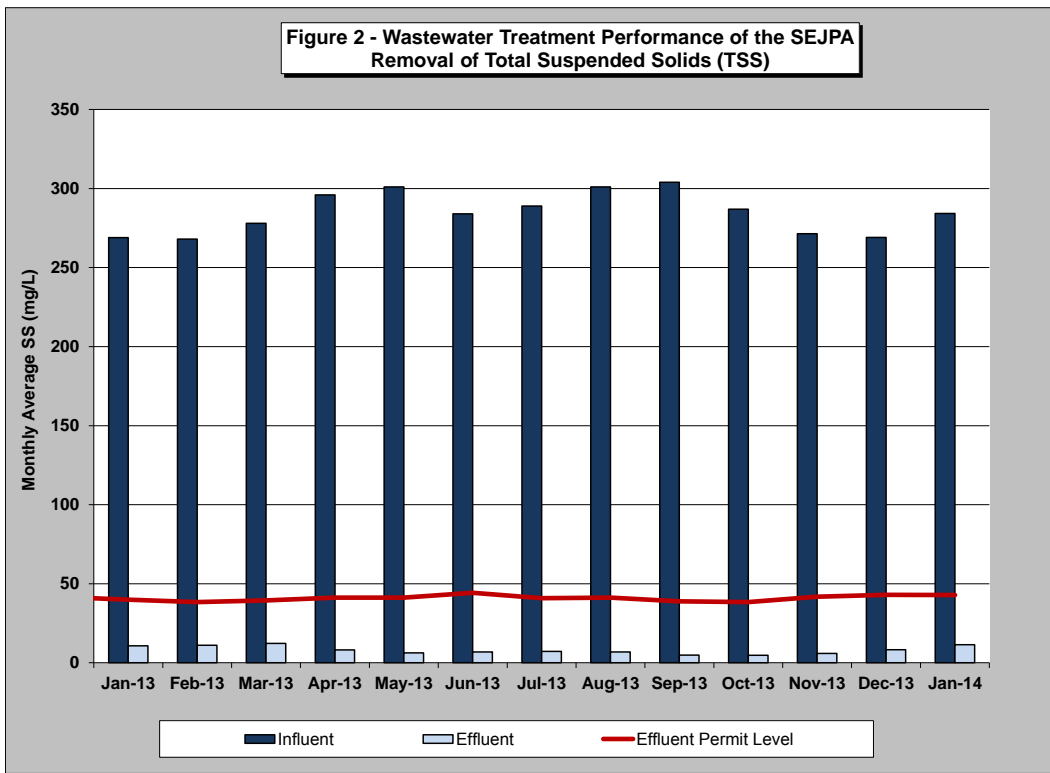
No action required. This memorandum is submitted for information only.

DISCUSSION

Monthly Treatment Plant Performance and Evaluation

Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all NPDES ocean effluent limitation requirements for the month of January 2014. 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 97.4 and 96.0 percent removal, respectively, in the period (as shown in Figure 1 and Figure 2).





Member Agency Flows

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

	January	
	<u>Influent (mgd)</u>	<u>Effluent (mgd)*</u>
Cardiff Sanitary Division	1.322	0.851
City of Solana Beach	1.194	0.768
Rancho Santa Fe SID	0.135	0.087
Total San Elijo WRF Flow	2.651	1.706

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 (next page) presents the historical average, maximum, and unit influent and effluent flow rates per month for each of the Member Agencies during the past 5 years. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each of the Member Agencies during this same time period.

TABLE 1 - SAN ELIJO WATER RECLAMATION FACILITY MONTHLY REPORT - FLOWS AND EDUS

MONTH	AVERAGE DAILY INFLUENT FLOW RATE (MGD)				AVERAGE DAILY EFFLUENT FLOW RATE (MGD)				CONNECTED EDUs				AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)			
	CSD	RSF CSD	SB	TOTAL PLANT	CSD	RSF CSD	SB	TOTAL PLANT	CSD EDUS	RSF EDUS	SB EDUS	TOTAL EDUS	CSD	RSF	SB	TOTAL PLANT
Jan-09	1.522	0.141	1.354	3.017	1.256	0.116	1.117	2.489	8,177	462	7,728	16,367	186	306	175	184
Feb-09	1.599	0.145	1.330	3.074	1.408	0.128	1.171	2.707	8,179	462	7,728	16,369	196	314	172	188
Mar-09	1.510	0.124	1.307	2.941	1.030	0.085	0.892	2.007	8,180	463	7,728	16,371	185	268	169	180
Apr-09	1.463	0.116	1.262	2.841	0.731	0.058	0.630	1.419	8,183	463	7,728	16,374	179	251	163	174
May-09	1.465	0.117	1.247	2.829	0.712	0.057	0.606	1.375	8,185	464	7,728	16,377	179	252	161	173
Jun-09	1.479	0.115	1.319	2.913	0.712	0.056	0.635	1.403	8,185	465	7,728	16,378	181	248	171	178
Jul-09	1.437	0.109	1.376	2.922	0.599	0.045	0.573	1.217	8,186	467	7,728	16,381	176	234	178	178
Aug-09	1.431	0.113	1.419	2.963	0.603	0.047	0.598	1.248	8,186	467	7,728	16,381	175	242	184	181
Sep-09	1.404	0.108	1.346	2.858	0.690	0.053	0.661	1.404	8,187	468	7,728	16,383	171	231	174	174
Oct-09	1.375	0.108	1.332	2.815	0.744	0.058	0.721	1.523	8,187	468	7,728	16,383	168	231	172	172
Nov-09	1.366	0.111	1.323	2.800	0.843	0.069	0.816	1.728	8,189	469	7,728	16,386	167	237	171	171
Dec-09	1.401	0.127	1.322	2.850	1.149	0.104	1.084	2.337	8,193	469	7,728	16,390	171	271	171	174
Jan-10	1.532	0.155	1.372	3.059	1.271	0.128	1.138	2.537	8,196	472	7,728	16,396	187	329	178	187
Feb-10	1.487	0.148	1.382	3.017	1.371	0.136	1.274	2.781	8,197	474	7,728	16,399	181	313	179	184
Mar-10	1.455	0.145	1.398	2.998	1.108	0.110	1.064	2.282	8,198	474	7,728	16,400	177	306	181	183
Apr-10	1.451	0.137	1.391	2.979	1.058	0.100	1.014	2.172	8,198	474	7,728	16,400	177	289	180	182
May-10	1.379	0.128	1.385	2.892	0.672	0.063	0.675	1.410	8,201	474	7,728	16,403	168	270	179	176
Jun-10	1.437	0.122	1.453	3.012	0.650	0.055	0.657	1.362	8,202	474	7,728	16,404	175	258	188	184
Jul-10	1.375	0.119	1.466	2.960	0.694	0.061	0.740	1.495	8,204	475	7,728	16,407	168	251	190	180
Aug-10	1.366	0.125	1.451	2.942	0.585	0.053	0.621	1.259	8,205	475	7,728	16,408	166	263	188	179
Sep-10	1.346	0.114	1.342	2.802	0.627	0.053	0.626	1.306	8,207	475	7,728	16,410	164	240	174	171
Oct-10	1.413	0.123	1.311	2.847	1.177	0.102	1.092	2.371	8,207	477	7,728	16,412	172	258	170	173
Nov-10	1.399	0.117	1.297	2.813	1.090	0.091	1.011	2.192	8,209	478	7,728	16,415	170	245	168	171
Dec-10	1.605	0.215	1.375	3.195	1.417	0.189	1.214	2.820	8,212	478	7,728	16,418	195	450	178	195
Jan-11	1.452	0.158	1.338	2.948	1.272	0.139	1.172	2.583	8,227	478	7,728	16,433	176	331	173	179
Feb-11	1.413	0.156	1.339	2.908	1.176	0.130	1.114	2.420	8,228	480	7,728	16,436	172	325	173	177
Mar-11	1.387	0.208	1.343	2.938	1.186	0.178	1.148	2.512	8,229	480	7,728	16,437	169	434	174	179
Apr-11	1.320	0.181	1.323	2.824	0.867	0.118	0.869	1.854	8,248	482	7,728	16,458	160	376	171	172
May-11	1.327	0.162	1.320	2.809	0.564	0.069	0.561	1.194	8,248	483	7,728	16,459	161	336	171	171
Jun-11	1.343	0.156	1.390	2.889	0.545	0.063	0.564	1.172	8,249	483	7,728	16,460	163	323	180	176
Jul-11	1.293	0.151	1.430	2.874	0.425	0.050	0.470	0.945	8,250	484	7,728	16,462	157	312	185	175
Aug-11	1.292	0.150	1.405	2.847	0.479	0.056	0.521	1.056	8,252	485	7,728	16,465	157	310	182	173
Sep-11	1.262	0.146	1.333	2.741	0.564	0.066	0.596	1.226	8,254	486	7,728	16,468	153	301	172	166
Oct-11	1.260	0.142	1.303	2.705	0.730	0.082	0.755	1.567	8,260	486	7,728	16,474	153	292	169	164
Nov-11	1.338	0.167	1.307	2.812	1.099	0.137	1.074	2.310	8,261	486	7,728	16,475	162	344	169	171
Dec-11	1.299	0.164	1.305	2.768	1.103	0.139	1.108	2.350	8,264	487	7,728	16,479	157	337	169	168
Jan-12	1.291	0.145	1.303	2.739	1.032	0.116	1.042	2.190	8,266	488	7,728	16,482	160	232	169	166
Feb-12	1.259	0.137	1.283	2.679	1.006	0.109	1.025	2.140	8,268	488	7,728	16,484	152	281	166	163
Mar-12	1.313	0.153	1.255	2.721	0.968	0.113	0.925	2.006	8,269	488	7,728	16,485	159	314	162	165
Apr-12	1.348	0.145	1.209	2.702	0.906	0.097	0.813	1.816	8,278	488	7,728	16,494	163	297	156	164
May-12	1.333	0.150	1.211	2.694	0.577	0.065	0.525	1.167	8,280	488	7,728	16,496	161	308	157	163
Jun-12	1.365	0.143	1.237	2.745	0.547	0.057	0.496	1.100	8,284	489	7,728	16,501	165	293	160	166
Jul-12	1.372	0.126	1.296	2.794	0.457	0.042	0.431	0.930	8,289	489	7,728	16,506	166	258	168	169
Aug-12	1.383	0.128	1.291	2.802	0.473	0.044	0.441	0.958	8,290	490	7,728	16,508	167	261	167	170
Sep-12	1.349	0.142	1.220	2.711	0.544	0.058	0.492	1.094	8,291	490	7,728	16,509	163	290	158	164
Oct-12	1.327	0.123	1.203	2.653	0.678	0.063	0.615	1.356	8,294	490	7,728	16,512	160	251	156	161
Nov-12	1.343	0.128	1.181	2.652	0.862	0.082	0.758	1.702	8,299	490	7,728	16,517	162	261	153	161
Dec-12	1.383	0.141	1.197	2.721	1.261	0.129	1.091	2.481	8,300	490	7,728	16,518	167	288	155	165
Jan-13	1.357	0.145	1.215	2.717	1.155	0.124	1.034	2.313	8,300	490	7,728	16,518	163	296	157	164
Feb-13	1.349	0.138	1.201	2.688	1.048	0.108	0.933	2.089	8,301	490	7,728	16,519	163	282	155	163
Mar-13	1.402	0.154	1.235	2.791	0.905	0.100	0.797	1.802	8,302	493	7,728	16,521	169	314	160	169
Apr-13	1.297	0.124	1.237	2.658	0.531	0.051	0.506	1.088	8,304	493	7,728	16,523	156	253	160	161
May-13	1.339	0.126	1.185	2.650	0.376	0.036	0.333	0.745	8,304	493	7,728	16,525	161	256	153	160
Jun-13	1.341	0.126	1.190	2.657	0.269	0.025	0.239	0.533	8,307	493	7,728	16,528	161	256	154	161
Jul-13	1.366	0.144	1.269	2.779	0.482	0.050	0.448	0.980	8,309	493	7,728	16,530	164	292	164	168
Aug-13	1.342	0.168	1.258	2.768	0.380	0.048	0.356	0.784	8,311	494	7,728	16,533	161	340	163	167
Sep-13	1.343	0.117	1.193	2.653	0.403	0.036	0.358	0.797	8,311	494	7,728	16,533	162	237	154	160
Oct-13	1.319	0.132	1.184	2.635	0.629	0.063	0.565	1.257	8,314	494	7,728	16,536	159	267	153	159
Nov-13	1.348	0.133	1.194	2.675	0.932	0.092	0.826	1.850	8,315	494	7,728	16,537	162	270	155	162
Dec-13	1.341	0.134	1.191	2.666	1.030	0.103	0.915	2.048	8,316	494	7,728	16,538	161	272	154	161
Jan-14	1.322	0.135	1.194	2.651	0.851	0.087	0.768	1.706	8,318	495	7,728	16,541	159	273	155	160

CSD: Cardiff Sanitary Division

RSF CSD: Ranch Santa Fe Community Service District

SB: Solana Beach

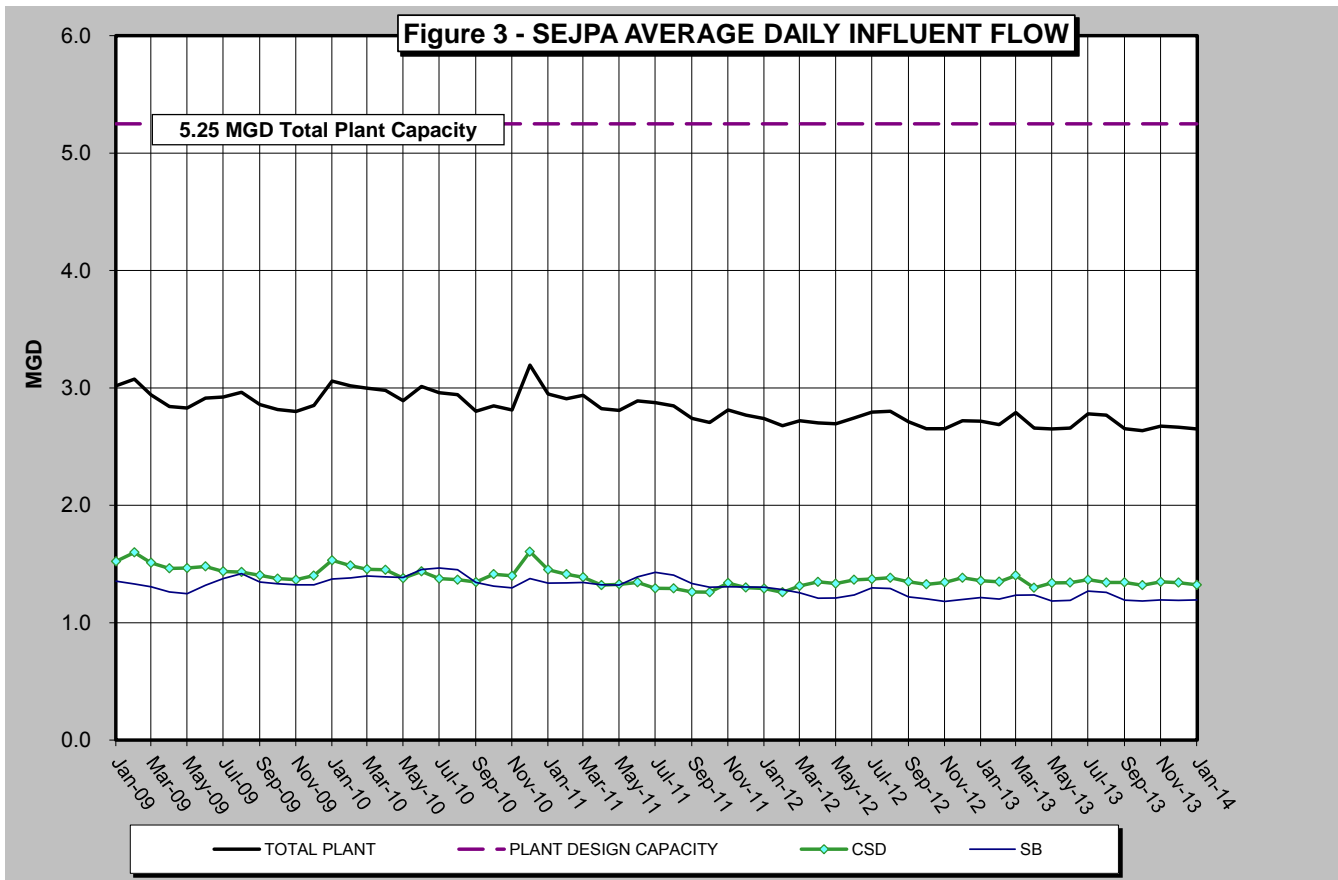
EDU: Equivalent Dwelling Unit

ASSUMPTIONS: SB average flow includes San Elijo Hills flow of 0.131 mgd

SB Connected EDUs includes 300 EDUs for the City of San Diego

EDU Numbers Revised by Dudek for March and April 2013

Figure 3 (below) 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), down from 3.0 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 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 January.

	January (mgd)
Escondido (Average flow rate)	8.41
Escondido (Peak flow rate)	17.5

Connected Equivalent Dwelling Units

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

	January (EDU)
Cardiff Sanitary Division	8,318
Rancho Santa Fe SID	495
City of Solana Beach	7,428
San Diego (to Solana Beach)	300
Total EDUs to System	16,541

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

March 10, 2014

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: SAN ELIJO WATER RECLAMATION PROGRAM – MONTHLY REPORT

RECOMMENDATION

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

DISCUSSION

Recycled Water Production

For the month of January 2014, recycled water demand was 92.22 acre-feet (AF), which was met using 91.86 AF of recycled water and 0.36 AF of supplementation with potable water.

During the month, staff operated with microfiltration and reverse osmosis treatment only and the sand filters were off for maintenance.

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 thirteen fiscal years. Figure 3 (attached) shows the January recycled water demand for each January since the program began.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Figure 1 - MONTHLY RECYCLED WATER DEMAND

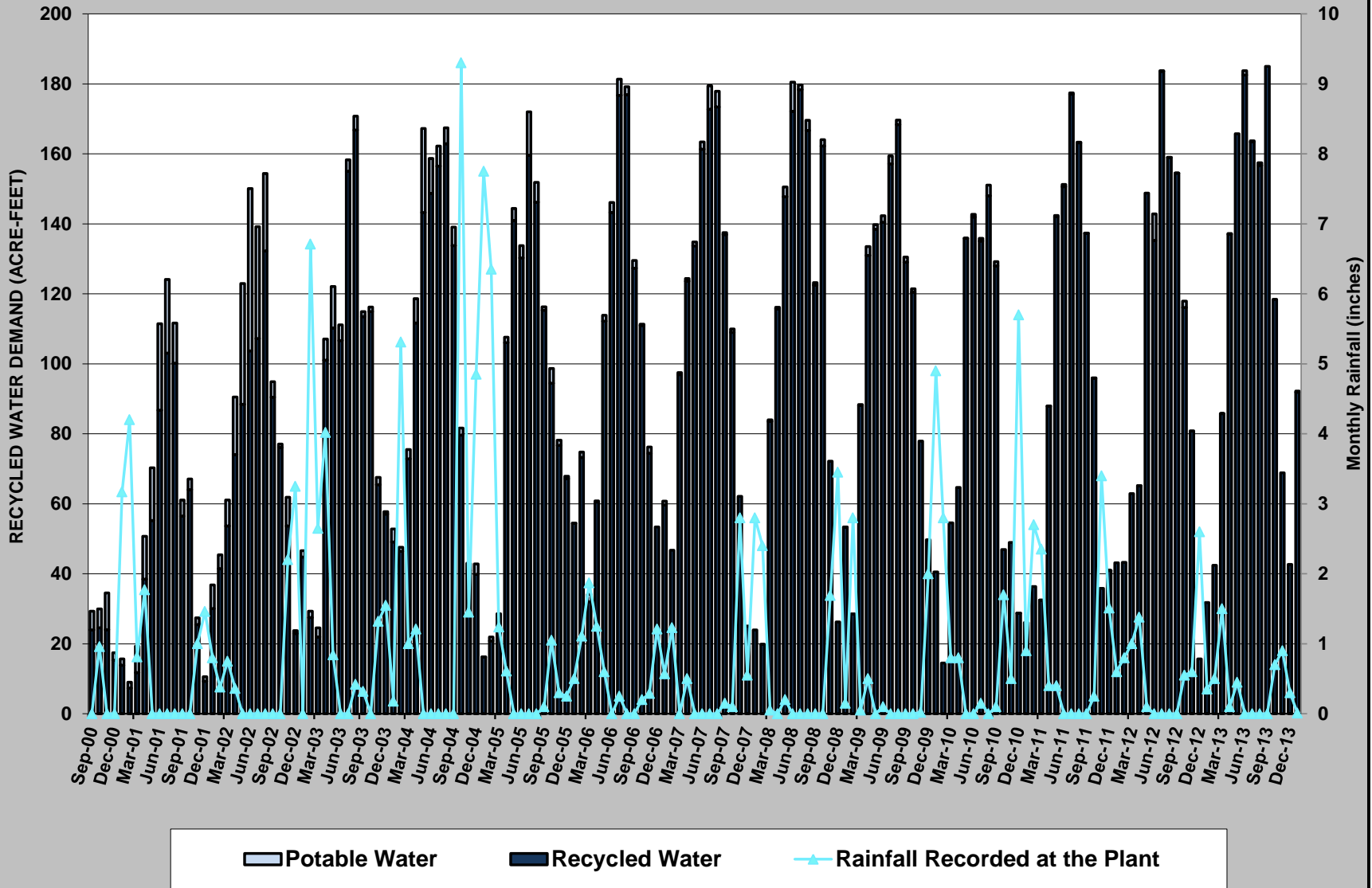


Figure 2 - RECYCLED WATER DEMAND by FISCAL YEAR

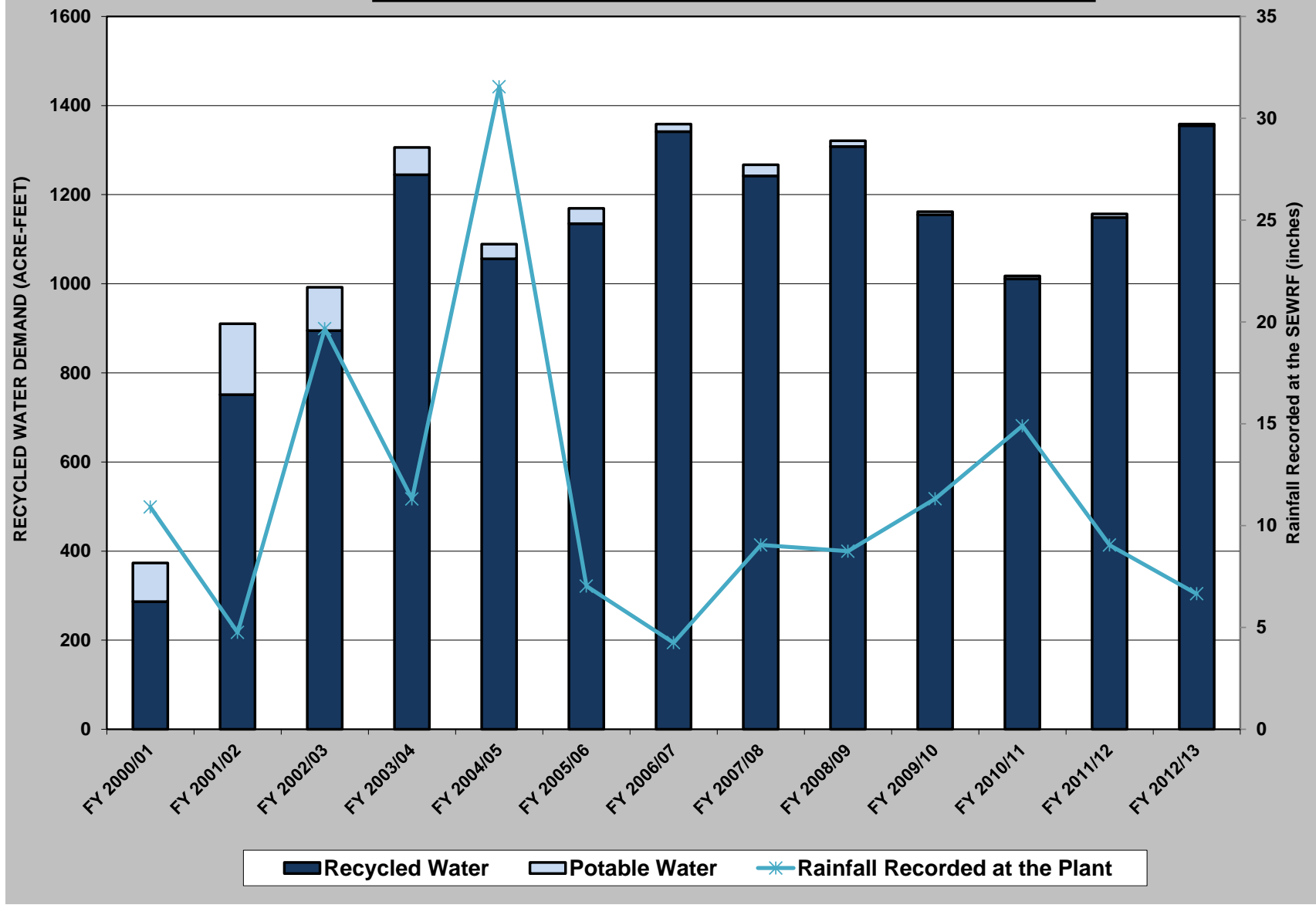
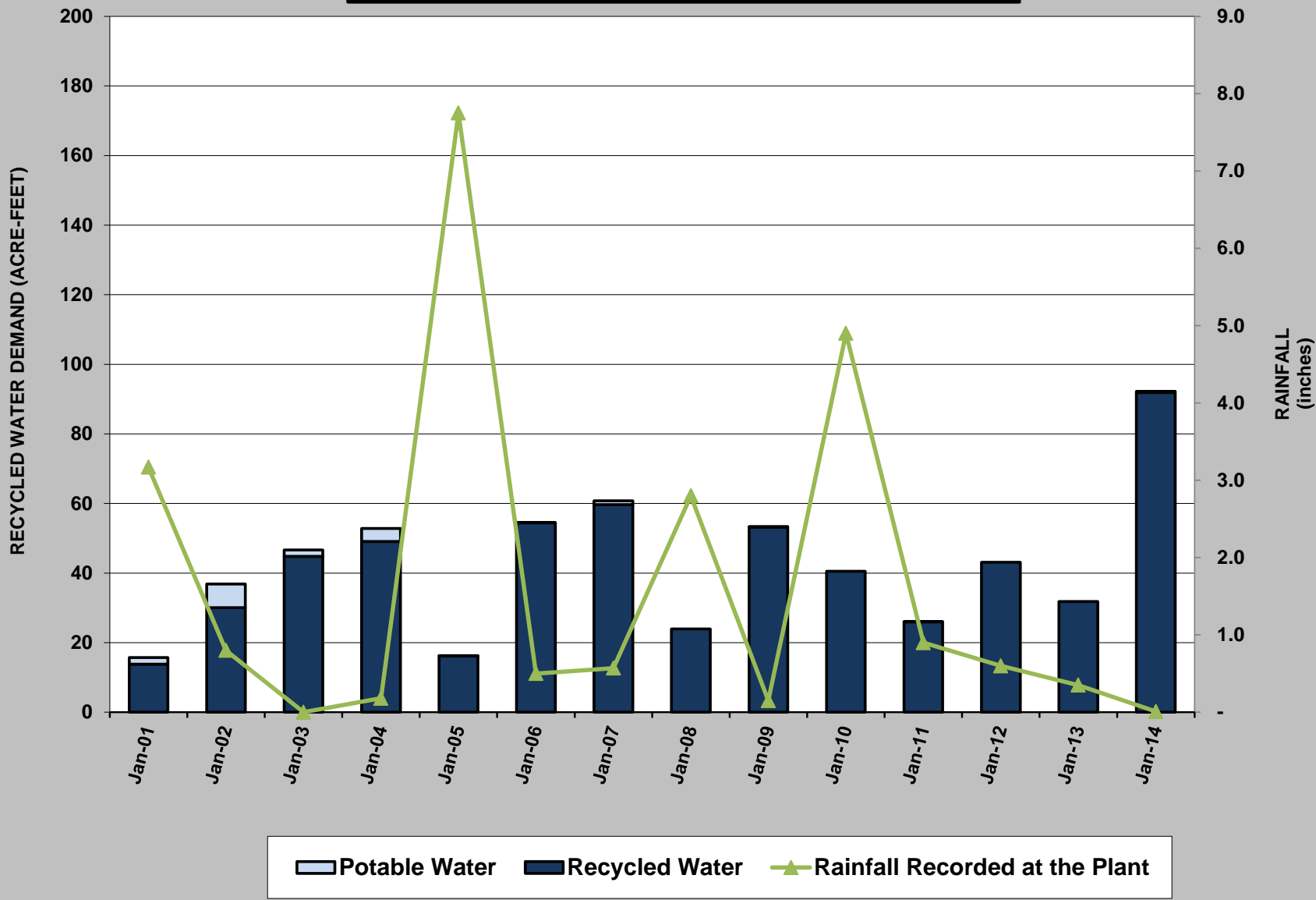


Figure 3 - JANUARY RECYCLED WATER DEMAND



SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

March 10, 2014

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR THE SHAFTLESS SCREW
CONVEYOR PROJECT FOR THE SAN ELIJO WATER RECLAMATION
FACILITY

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to Award Construction Contract to NeWEST Construction Company for an Amount not to Exceed \$234,000; and
2. Discuss and take action, as appropriate.

BACKGROUND

The San Elijo Joint Powers Authority (SEJPA) owns and operates the San Elijo Water Reclamation Facility (SEWRF). The SEWRF is comprised of a 5.25 million gallon per day (MGD) wastewater treatment facility and a 3.02 MGD water recycling facility.

Part of the wastewater treatment process is the removal and treatment of biosolids from the wastewater. The treatment process at the SEWRF includes anaerobic digestion, dissolved air floatation thickening, and belt press dewatering. The final product at the SEWRF meets the U.S. EPA's criteria for "Class B" biosolids. Class B requirements are designed to reduce pathogen levels in the biosolids to levels that protect public health and the environment. After treatment, the biosolids are trucked to Arizona for subsurface farm application for the growing of Sudan grass, alfalfa, and other "non-human" consumption crops.

Many of the SEJPA's biosolids processing systems have more than 20 years of service and some equipment is nearing the end of its expected life cycle. The 2007 Facility Master Plan prepared by Carollo Engineers identified the biosolids conveyor and dewatering equipment as assets that would likely need to be replaced in the near term. In anticipation of this project and other needed replacement work associated with the biosolids process, the SEJPA has been accumulating capital funds in the Biosolids Building Reserve.

In 2012, staff began investigating a replacement for the aging biosolids conveyor system. The conveyor system lifts biosolids from the belt presses into a storage hopper for loading into trucks. The conveyor is becoming less reliable and must be operational in order for the SEWRF to process biosolids. The conveyor is experiencing an increase in maintenance requirements and, due to its age, many of its replacement parts are no longer readily available.

In May 2013, the Board of Directors authorized preparation of plans and specifications for the replacement of the conveyor system by Hoch Consulting as a task in the As-Needed Engineering Services contract. In October 2013, the Board of Directors approved additional funding to the project design and construction management services that brought the total funding commitment to approximately \$36,000. The project design was completed in January 2014 and the SEJPA solicited bids for construction. Bids were received on February 18, 2014.

DISCUSSION

The budget for the construction phase of the Conveyor Replacement Project is \$403,000. The results of the construction bids are as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
NeWEST Construction Company, Inc.	\$234,000*
Green Building Corporation	\$320,000
Stanek Constructors, Inc.	\$326,000
SCW Contracting Corporation	\$450,270
<i>*Denotes Apparent Low Bidder</i>	

Hoch Consulting conducted a review of the NeWEST bid proposal and relevant experience (see Attachment 1). The bid proposal appears complete and meets the bid proposal specifications, and NeWEST has satisfactory experience in similar-type work. It is therefore recommended to award the contract for construction of the Conveyor Replacement Project to NeWEST Construction Company. 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.

FINANCIAL IMPACT

This project has a budget of \$493,000, which covers all phases of the project. The project is on track to incur approximately \$45,000 for efforts associated with design, legal, bidding, and construction management costs. The apparent low bid for construction was \$234,000. With the award of this contract to NeWEST, the total committed funds will be approximately \$279,000, which is below the total available funds of \$493,000.

It is therefore recommended that the Board of Directors:

1. Authorize the General Manager to Award Construction Contract to NeWEST Construction Company for an Amount not to Exceed \$234,000; and
2. Discuss and take action, as appropriate.

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

Attachment 1: Bid Analysis for the Shaftless Screw Conveyor Project, Project No. SE2014-SSC
Attachment 2: Construction Agreement



**BID ANALYSIS for
The Shaftless Screw Conveyor Project, Project No. SE2014-SSC
For the San Elajo Joint Powers Authority**

Project Name: Shaftless Screw Conveyor Project
Project Number: SE2014-SSC
Mandatory Pre-Bid Meeting Date: January 28, 2014, 10:00 AM
Bid Date: February 18, 2014, 10:00 AM

EXECUTIVE SUMMARY

The San Elajo Joint Powers Authorities (SEJPA) Shaftless Screw Conveyor Project, Project No. SE2014-SSC, hereinafter referred to as “the project”, was advertised and bid between January and February 2014. Four companies submitted bids with the results as follows:

<u>Company Name</u>	<u>Bid Amount</u>
Newest Construction Co., Inc.	\$234,000
Green Building Corporation	\$320,000
Stanek Constructors, Inc.	\$326,000
SCW Contracting Corporation	\$450,270

Hoch Consulting performed analysis of the bids and determined that Newest Construction Co., Inc. is the lowest responsible bidder and recommends that the SEJPA award the contract to Newest Construction Co., Inc. for \$234,000.

BID ANALYSIS

Hoch Consulting was hired to perform bidding services for the project. A Notice of Invitation was prepared and advertised, beginning on January 14, 2014, in the San Diego Union Tribune and plan rooms including the San Diego Daily Transcript, the AGC Plan Room, the Magraw-Hill Dodge Plan Room, and the Freepublicworks.com plan room. A list of plan holders was compiled as part of these efforts and is included in Attachment A. A mandatory pre-bid meeting was held at the San Elajo Water Reclamation Facility (2695 Manchester Avenue, Cardiff by the Sea, CA 92117) on January 28, 2014. Attendees of that meeting signed a sheet recording their presence. The sign-in sheet for the mandatory pre-bid meeting is included as Attachment B. One addendum, Addendum No. 1, was prepared and distributed to all plan holders on February 11, 2014. Bids were accepted up to 10:00 AM on February 18, 2014, at which time they were opened and read aloud. Four companies submitted bids by 10:00 AM with the results as shown in the executive summary.

Subsequent to the bid opening, Hoch Consulting evaluated the bidding documents from each contractor to determine responsiveness (the form of the bid). Evaluation for responsiveness was compiled in spreadsheet form and assessed each aspect of the bidding documents for completeness and correctness. The evaluation did not identify material irregularities in any bid for the project. Immaterial irregularities for Newest are noted, and Hoch Consulting recommends that these



irregularities be waived, as is noted under Specification Section 00100, OWNER'S RIGHTS RESERVED. The evaluation spreadsheet is included as Attachment C.

For the low bidder, Newest Construction Company, Hoch Consulting checked licenses, bid bonds, and references to determine the responsibility of the bidder. Newest Construction Company holds a valid A – General Engineering Contractor, B – Building Contractor, and C10 – Electrical Contractor licenses. The bid bond misplaces the surety company name “Arch Insurance Company” where the SEJPA should be identified; however, this irregularity is at the sole discretion of SEJPA as is noted in Specification Section 00430, and Hoch Consulting recommends that this irregularity be waived, as the remainder of the bid bond appears to be in order. Of the references listed in the bidding documents, Hoch Consulting was only able to make contact with the Otay Water District (despite multiple attempts to speak to the City of San Clemente). The Otay Water District spoke highly of Newest Construction Company, identified that the company performed work professionally, on time, and with minimal change orders and did not hesitate to recommend Newest Construction Co., Inc. for work at the SEWRF. In general, Newest Construction Co., Inc. is well-regarded in the construction industry.

Based on all available information, it is Hoch Consulting's opinion that Newest Construction Co., Inc. is the lowest responsible bidder and recommends that SEJPA award the contract for the project to Newest Construction Co., Inc. for \$234,000.

Sincerely,

Adam Hoch, P.E.
President/Principal Engineer
Hoch Consulting
3255 Moccasin Avenue
San Diego, CA 92117
858-431-9767

SAN ELIJO JOINT POWERS AUTHORITY - MANDATORY PRE-BID MEETING SIGN-IN SHEET

Project: SHAFTLESS SCREW CONVEYOR PROJECT Required Contractor License: A
 Mandatory Pre-Bid Conference: Tuesday, January 28, 2014 10:00 AM Cost for Plans (Hardcopy/CD): \$15 /N/A
 Bid Opening: Tuesday, February 18, 2014 10:00 AM Engineer's Estimate: \$410,000

No.	Contractor's Name & Address	Contact Information	General Contractor, Sub Contractor, Vendor, etc.	Received Dwg's & Specs
1	NEWEST CO	PH 858-537-0774	GENERAL	
	7847 DUBLIN RD STE C	FAX 858-537-9653		
	S.D. CA 92126	EMAIL BJENNETT@NEWESTCO.COM		
2	TELLIARD CONSTRUCTION	PH 619-224-4725	General	No
	740 AMIFORD DR	PH 619-224-0159		
	SAN DIEGO CA 92107	EMAIL dtelliard@comcast.net		
3	Khavari Construction Inc.	PH 858-278-0304	General	
	4550 Kearny Village Rd #118	FAX 858-278-0324		
	San Diego, CA 92123	EMAIL khavari@pacbell.net		
4	SCW Contracting	PH 760 728 1308	General	Yes
	2525 N. Old Hwy 395	FAX 760 728 2517		
	Fullbrook CA 92028	EMAIL PKayler@scwcompanies.com		
5	Tharjos Inc	PH 619-467-0690	General	No
	5022 Thorne Drive	FAX 619-241-8514		
	La Mesa, CA 91942	EMAIL tharjosconstruction@gmail.com		
6	Green Building Corporation	PH 818-987-6059	General	Yes
	6913 Alcorn Ave	FAX 818-308-6202		
	North Hollywood, CA 91605	EMAIL fred@greenbuildingcorporation.com		
7	M.M.C. Inc (Madha)	PH 714-521-2022	General	Yes
	5901 fresca DR	PH 714-521-2440		
	La-palma CA 90623	EMAIL Jay@aboutmmc.com		
8	PALM ENGINEERING	PH STAN & PALM ENGINEERING CO. CO	GENERAL	YES
	7330 OPPORTUNITY RD	FAX		
	SAN DIEGO CA 92111	PH 619-291-1455		
9	JEREMY NEILL	PH 760-931-0555	Supplier (conveyors)	Yes
	COOMBS-HOPKINS CO.	FAX		
	(Custom Conveyor Corp.)	EMAIL		
10	Bret Raymond	PH 858 472 5403	Contractor Supplier	YES
	Gierlich-Mitchell	FAX		
	KEYSTONE	EMAIL		
11	TOBY KOVAC AR	PH 949-465-7368	General	Yes
	ARB-26000 Commercial Dr	FAX		
	Lake Forest, CA 92632	EMAIL		
12	Josh Anthony	PH 760-871-0102	General	Yes
	Stonck Constructors 2434	FAX		
	Auto Park Way Ste 102, Escondido, CA 92021	EMAIL Gfoote@stonckconstructors.com		

EMAIL JAY

SE2014-SSC BID ANALYSIS

	SCW Contracting Company	NEWest Construction	Stanek Constructors, Inc.	Green Building Corporation	
I. BID SCHEDULE					
A. BASE BID					
Bid Item	Item Description	Lump Sum Total			
1	Mobilizing Demobilizing, Contracts, Bonds, Insurance & Permits	\$ 63,535.00	\$ 6,000.00	\$ 5,000.00	\$ 43,000.00
2	Demolition & Modifications	\$ 48,805.00	\$ 16,000.00	\$ 55,000.00	\$ 18,000.00
3	Foundations Construction or Modifications	\$ 11,643.00	\$ 24,000.00	\$ 15,000.00	\$ 2,000.00
4	Metal Work, Metal Anchors, Cover Plate Fabrication	\$ 8,543.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00
5	Shaftless Screw Conveyorr	\$ 288,978.00	\$ 156,000.00	\$ 214,000.00	\$ 215,000.00
7	Electrical and Controls Construction & Modifications	\$ 27,775.00	\$ 23,000.00	\$ 25,000.00	\$ 30,000.00
8	Balance of work not included in Overall Project Scope	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
Base Bid Total		\$ 450,279.00	\$ 234,000.00	\$ 326,000.00	\$ 320,000.00
B. OPTIONAL BID ITEMS					
Bid Item	Item Description	Lump Sum Total			
-					
Optional Bid Items Total:		\$ -	\$ -	\$ -	\$ -
C. TOTAL BID AMOUNT					
		\$ 450,279.00	\$ 234,000.00	\$ 326,000.00	\$ 320,000.00
II. PROVIDED REQUIRED BID ITEMS:					
PROPOSAL					
	Acknowledged Addenda	X	X	X	X
	DESIGNATION OF SUBCONTRACTORS	X	X*	X	X
	GENERAL INFORMATION	X	X*	X	X
	INSURANCE INFORMATION	X	X	X	X
	EQUIPMENT/MATERIAL SOURCE INFO	X	X	X	X
	BID AMT. & INDEMNIFICATION CERT.	X	X	X	X
	NONCOLLUSION DECLARATION	X	X	X	X
	SIGNATURE CERTIFICATION	X	X	X	X
	BID SCHEDULE	X	X	X	X
	BID BOND	X	X	X	X
	IMMIGRATION REFORM & CONTROL ACT	X	X	X	X
	SAFETY CERTIFICATION	X	X	X	X

*Narrative Description of "None" - holds a C10 license; Alternate licenses listed under primary licenses.

ATTACHMENT 2

SECTION 00500

AGREEMENT

For: **SHAFTLESS SCREW CONVEYOR 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** at 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 and forty (140)** 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.

3.5 Special Liquidated Damages: The OWNER and the CONTRACTOR recognize that this work includes the replacement of the solids conveyor belt, which will require the solids conveyor

equipment to be inoperable during Construction. The CONTRACTOR acknowledges that the solids conveyor equipment that is being replaced as a part of this project is critical to the OWNER'S operation and that the OWNER will suffer financial loss if the shutdown is not completed in a timely manner. Accordingly, the CONTRACTOR agrees to limit the shutdown of the OWNER'S solids conveyor equipment to no more than seven (7) calendar days. CONTRACTOR agrees to completely demolish the existing solids conveyor belt and install, test, and put into service the new shaftless screw conveyor to the satisfaction of the OWNER during this period. Should solids conveying equipment be shutdown for more than seven (7) calendar days, CONTRACTOR shall pay the OWNER five-thousand dollars (\$5,000.00) for each day that expires after the seventh calendar day. The day beginning the shutdown period shall be coordinated with the OWNER at a minimum seven (7) days in advance in writing. CONTRACTOR is advised that night work and weekend work will be allowed to meet this requirement. Night work and weekend work shall be agreed upon, in writing with the OWNER prior to commencement.

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 in 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: _____

BY: _____

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

TITLE

TITLE

END OF AGREEMENT

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

March 10, 2014

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR THE SAN ELIJO WATER RECLAMATION FACILITY AND SAN ELIJO HILLS PUMP STATION EMERGENCY POWER PROJECT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to enter into a Joint Project Cost Sharing Agreement with the City of Solana Beach;
2. Authorize the General Manager to Award Construction Contract to NeWEST Construction Company for an Amount not to Exceed \$906,000;
3. Authorize the General Manager to Execute an Agreement for Construction Management and Inspection Services between San Elijo Joint Powers Authority and Hoch Consulting for an Amount not to Exceed \$41,000; and
4. Discuss and take action, as appropriate.

BACKGROUND

The San Elijo Joint Powers Authority (SEJPA) owns and operates the San Elijo Water Reclamation Facility (SEWRF), which provides essential public services. The facility must be operational at all times. To support this, the SEWRF is equipped with an emergency power system that includes two diesel driven generators. Both of these generators are more than 20 years old and are at the end of their life cycle. In late 2012, one of the generators became inoperable and was diagnosed with a cracked engine block. In early 2013, the San Diego Air Pollution Control District informed the SEJPA that repairing the generator was not an option as the generator does not meet current air pollution control requirements and, therefore, it would not be granted a new operating permit. The recommended action was to replace the generator with a new unit that meets today's air quality standards.

The SEJPA retained the engineering firm Dudek to develop a preliminary design report to evaluate options for replacing the generators. The evaluation included three options for

replacing the generators and the analysis considered capital costs, operating costs, and operational flexibility. The final recommendation was to replace the existing generators, which are 250kW and 500kW sized units, with one 800kW generator. This option produced the lowest long-term cost to own and it provides the greatest ability to manage power distribution throughout the facility.

The SEJPA selected the team of Dudek and MPA to complete the final design and prepare the construction bidding documents. During the preparation of the final design, the City of Solana Beach notified the SEJPA that the San Elijo Hills Pump Station emergency generator also needed to be replaced. The San Elijo Hills Pump Station is owned by the City of Solana Beach and operated and maintained by the SEJPA. The City inquired if the San Elijo Hills project could be incorporated into the SEJPA project. The reason for combining the projects is to save costs associated with common design specifications, contract administration, construction management, and to gain economy of scale in the construction bid process.

DISCUSSION

In January 2014, the project design was completed and the construction documents were advertised for public bidding. The bid opening was held on February 20, 2014 and seven construction companies submitted bids. The bid form included separate line items for the SEJPA project and the Solana Beach project. The total construction budget for both projects is \$950,000. The apparent lowest bidder for the project, NeWEST Construction Company, provided a bid of \$906,000, of which \$622,400 was for the SEJPA project and \$283,600 was for the Solana Beach project.

The full results of the construction bidding are as follows:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
NeWEST Construction Company	\$906,000*
Hal Hayes Construction, Inc.	\$994,960
Southern Contracting Company	\$997,000
SCW Contracting	\$1,029,484
Stanek Constructors, Inc.	\$1,060,000
Atlas Development	\$1,116,000
Morrow-Meadows Corporation	\$1,766,800

**Denotes Apparent Low Bidder*

Dudek, the engineer of record for the project, provided the engineer’s opinion of probable construction cost (OPCC) for this project of \$953,780. The apparent low bidder was approximately 5% below the Engineer’s OPCC. In analyzing the submitted bids, the three lowest bid proposals were within plus or minus 5% of the Engineer’s OPCC.

Dudek conducted a review of the NeWEST bid proposal and relevant experience (see Attachment 1). The NeWEST bid proposal appears complete and meets the bid proposal specifications, and NeWEST has satisfactory experience in similar work. It is therefore recommended to award the contract for construction of the Emergency Power Project to NeWEST Construction Company. This award is contingent upon verification that the bid proposal meets all bid requirements including bonding and insurance requirements. 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.

A proposal for Construction Management and Inspection services was received and reviewed by staff. Staff recommends awarding a contract to Hoch Consulting for construction management and inspection services based on their knowledge and experience with this project.

Staff from both the City of Solana Beach and the SEJPA are in agreement that completing the San Elijo Pump Station Project as part of the SEJPA's project will provide cost savings as compared to constructing each separately. The construction bid was prepared such that the SEJPA and the City would have the option of completing the projects as one. Included in this staff report is a Joint Project Cost Sharing Agreement for consideration (see Attachment 2). The Solana Beach City Council has authorized the City Manager to execute the Joint Project Cost Sharing Agreement at its February 26, 2014 city council meeting and has dedicated \$310,000 for this effort. The NeWEST bid listed a cost of \$283,600 for the Solana Beach project; therefore, there is \$26,400 for construction contingency.

FINANCIAL IMPACT

The apparent low bid for construction was \$906,000, which is within budget expectations for the construction component of the project. The Construction Management and Inspection Services proposal of \$41,000 is also within budgetary expectations of this project. The construction and construction management contracts total \$947,000. The SEJPA has approximately \$740,000 in funds available for its portion of the construction phase of the project. The City of Solana Beach has \$310,000 available for their portion of the construction project. The combined available funds totals \$1,050,000, which exceeds the value of the recommend contracts and provides some funding for contingency.

It is therefore recommended that the Board of Directors:

1. Authorize the General Manager to enter into a Joint Project Cost Sharing Agreement with the City of Solana Beach;
2. Authorize the General Manager to Award Construction Contract to NeWEST Construction Company for an Amount not to Exceed \$906,000;
3. Authorize the General Manager to Execute an Agreement for Construction Management and Inspection Services between San Elijo Joint Powers Authority and Hoch Consulting for an Amount not to Exceed \$41,000; and
4. Discuss and take action, as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment 1: SEWRF & SEHPS Emergency Power Final Design – Bid Evaluation

Attachment 2: Joint Generator Replacement/Emergency Power Projects Cost Sharing Agreement

Attachment 3: Construction Agreement

Attachment 4: Construction Management & Inspection Services Agreement

February 20, 2014

7810.0001

Mr. Christopher Trees, PE
Director of Operations
San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff by the Sea, CA 92007-7077

Subject: SEWRF & SEHPS Emergency Power Final Design – Bid Evaluation

Dear Mr. Trees:

This letter summarizes Dudek's evaluation of bids for the San Elijo Water Reclamation Facility and San Elijo Hills Pump Station Emergency Power Project.

BACKGROUND

The San Elijo Water Reclamation Facility (SEWRF) and San Elijo Hills Pump Station (SEHPS) Emergency Power Project will upgrade emergency power systems at the respective facilities by replacing aging standby diesel engine generators and modernizing the backup power systems. The bid form was structured into two bid schedules to separate the cost of the major project components: Schedule A – SEWRF and Schedule B – SEHPS. The project was publicly advertised on January 17, 2014. A mandatory pre-bid meeting was held on February 6, 2014. Bids were received on February 20, 2014. Seven bids were received by the 10:00 am deadline and subsequently opened publicly in the SEJPA board room. The bid documents define the project award to the lowest responsive bidder as determined by the sum of Schedule A and Schedule B.

QUANTITATIVE BID COMPARISON

Seven bids were received for the subject project and are summarized in the following table along with the final Engineer's Opinion of Probable Construction Costs (OPCC). The full bid tabulation is attached to this letter. The following observations are made in review of the bid prices:

- The apparent low bidder was NEWest Contracting with a Base Bid of \$906,000 which is 5% below the Engineer's OPCC of \$953,780.
- The seventh bid was an anomaly at \$1,766,800 which is 85% greater than the Engineer's OPCC and approximately 74% greater than the average of the other six bids.
- The three lowest bid proposals exhibited a spread of less than 10% of the average and were within +5% and -5% of the Engineer's OPCC.
- The six lowest bid proposals exhibited a spread of approximately 20% of the average and were within +17% and -5% of the Engineer's OPCC.
- No material bid loading, bid rigging, or mathematical unbalancing of bids was observed.

RANK	COMPANY NAME	SCHEDULE A SEWRF	SCHEDULE B SEHPS	BASE BID (A + B)
Engineer's OPCC		\$718,360.00	\$235,420.00	\$953,780.00
1	Newest Construction Co, Inc	\$622,400.00	\$283,600.00	\$906,000.00
2	Hal Hays Construction, Inc.	\$714,460.00	\$280,500.00	\$994,960.00
3	Southern Contracting Co.	\$692,500.00	\$304,500.00	\$997,000.00
4	SCW Contracting Corp	\$749,704.00	\$279,780.00	\$1,029,484.00
5	Stanek Constructors, Inc	\$824,000.00	\$236,000.00	\$1,060,000.00
6	Atlas Development	\$808,600.00	\$307,400.00	\$1,116,000.00
7	Morrow Meadows Corporation	\$1,221,000.00	\$545,800.00	\$1,766,800.00

QUALITATIVE REVIEW OF APPARENT LOW BIDDER

Newest Construction Company is the apparent low bidder. We have reviewed their bid proposal and note the following observations:

- NEWest Construction Company holds Contractor's Licenses: A, B and C-10, satisfying requirements of Section 00100 – Notice Inviting Bids. NEWest Construction indicated no specialty subcontractors, suggesting intent to self-perform all project work.
- NEWest Construction Company is located in the City of San Diego and listed two similar local projects as relevant experience, including an 800kW generator replacement project for Leucadia Water District that was successfully started up within the past month. Newest Construction Company also was the successful low bidder for another SEJPA project at the SEWRF that will be constructed in parallel to the Emergency Power Project.
- NEWest Construction Company attended the mandatory pre-bid meeting (Brian Jennette) and acknowledged visit to the sites prior to bid.
- NEWest Construction Company submitted a construction sequence schedule with its bid proposal, satisfying the requirement for a "Bidder's Plan for Construction" specified in Section 00810, I.02.B. The construction sequence proposes issuance of a Letter of Intent (LOI) to Onan/Cummins immediately upon determination of apparent low bid, facilitating shop drawing preparation prior to SEJPA's Notice of Award. Furthermore, Onan/Cummins has committed to equipment delivery within 60 days of approved submittal. With these two strategies and in acknowledgement of the project Milestones specified in Section 00810, I.03, NEWest Construction Company is committed to delivering the 800kW generator to the SEWRF site by the July 1, 2014 milestone date. NEWest Construction Company also provided a summary GANT Chart schedule showing operability of the

800kW generator by the September 15, 2014 milestone date and final completion by November 24, 2014. No exceptions to the Contract Documents were indicated.

- NEWest Construction Company acknowledged Addendum 1 and Addendum 2.
- NEWest Construction Company submitted the required 10% bid bond, and notarized acknowledgements, declarations, and certifications; SEJPA's Legal Counsel should verify all forms are properly executed prior to award.

RECOMMENDATION TO AWARD

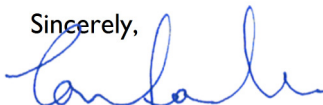
Dudek prepared the bid tabulation identified above and reviewed the bid proposal by the apparent low bidder, NEWest Construction Company, as described above. Dudek did not identify any material bid irregularities. NEWest Construction Company is a reputable, properly licensed contractor with experience relevant to the subject project.

Dudek concludes that the apparent low bid from NEWest Construction Company is responsible and a fair bid at a reasonable price, coming in approximately 5% below the Engineer's OPCC. Dudek recommends that SEJPA award the project to NEWest Construction Company in the amount of nine hundred and six thousand dollars (\$906,000).

Please be reminded that the Special Conditions (Section 00810, 1.02.D) specify that SEJPA will issue a Provisional Notice to Proceed for the 800kW generator procurement, concurrent with the Notice of Award. SEJPA should prepare for that direction so that the generator submittal process and subsequent procurement and installation is not delayed.

If you have any questions regarding this bid evaluation, please do not hesitate to contact me at 760.479.4149 or tfalk@dudek.com.

Sincerely,



Tom Falk, PE
Project Manager

CC: Mike Thornton (SEJPA); Joe Moraes (Moraes-Pham and Associates)
Attachments: Bid Tabulation

ATTACHMENT 2

**JOINT GENERATOR REPLACEMENT/ EMERGENCY POWER PROJECTS
COST SHARING AGREEMENT**

WHEREAS, San Elijo Joint Powers Authority (SEJPA) and the City of Solana Beach (City) have cooperated in order to prepare Final Design documents and Construction for the emergency power project (Project) at the San Elijo Water Reclamation Facility (SEWRF) and the San Elijo Hills Pump Station emergency power generator (SEHPS);

WHEREAS, the SEJPA owns and operates the SEWRF; and

WHEREAS, the City owns the SEHPS and contracts with the SEJPA for operation and maintenance services for the SEHPS; and

WHEREAS, the City is a member agency of the SEJPA and both organizations have collaborated in the past on capital projects; and

WHEREAS, combining the SEWRF and SEHPS generator replacement projects will likely reduce costs associated with engineering, construction management, and contract administration; and

WHEREAS, the SEJPA and the City desire to share the costs of designing, permitting, and constructing the Project; and

NOW, THEREFORE, the parties hereto agree as follows:

1. **Term.** The foregoing recitals are true and correct. The term of this agreement shall be for eighteen (18) months from the execution of this agreement, or until the final Notice of Completion is filed for the Project, whichever is sooner. Amendments may be executed by the parties as necessary and agreed upon in writing.

2. **Cost Share and Scope.** The parties shall pay the costs of the contracts required to complete the Project. The SEJPA will be primary agency responsible for contracts associated with the completion of the Project. The SEJPA will submit invoices associated with the SEHPS portion of the Project to the City for approval and reimbursement. The SEJPA will not invoice the City for SEJPA staff time associated with the Project. The City will not invoice the SEJPA for City staff time associated with the Project. Costs that are incurred that are common to both projects will be shared at a predetermined rate of 75.3% SEJPA and 24.7% City. This cost sharing is proportionate to the estimated construction cost of each agencies portion of the project.

Project costs are budgeted as follows:

Project Element	San Elijo Water Reclamation Facility (SEWRF)	San Elijo Hills (SEHPS)	Total Budget
Final Design and Bid Support	\$73,000	\$22,000	\$95,000
Construction Management	\$32,000	\$10,000	\$42,000
Administration, Legal & Permitting	\$10,000	\$3,000	\$13,000
Construction	\$715,000	\$235,000	\$950,000
TOTAL	\$830,000	\$270,000	\$1,100,000

3. **Potential Change Orders.** It is the intent of the City and SEJPA to pay for only those costs related to their respective projects. The City will approve any change orders related to the SEHPS project. The SEJPA will not seek approval by the City for any change orders related to the SEWRF's project.

4. **Payment.** The City shall have ten (10) business days to approve or reject invoices. The City shall make payments to the SEJPA within forty-five (45) days of receipt of a City approved invoice.

5. **Other Agreements.** The parties further understand that this agreement does not change or alter any other agreements in place between the SEJPA and the City.

6. **Administrator of Contract.** The SEJPA shall act as the administrator for the Project contracts at no charge to the City. The SEJPA will administer project contracts and will provide access to the City for all contracts, reports, and correspondences as requested by the City

7. **Records.** The SEJPA shall provide copies of all Project invoices, payments, and fund requests upon request. The City shall have the right to comment on these records and request corrections thereto if necessary. To request records, contact:

Paul Kinkel, Director of Finance & Administration
 2695 Manchester Avenue
 Cardiff by the Sea, CA 92007
 (760)753-6203
 kinkelp@sejpa.org

8. **Terminate Agreement.** In the event that either party to this Agreement notifies all other party in writing of its intent to terminate this joint Agreement, no refunds of any monies already paid will be reimbursed and the party will have be liable for any and all contract costs related to the terminating party's project incurred by the remaining party will be borne by the terminating party.

9. The effective date of this Agreement is _____.

10. **Notice:**

If to SEJPA:

Michael T. Thornton, General Manager
2695 Manchester Avenue
Cardiff by the Sea, CA 92007
(760)753-6203

If to City:

Mo Sammak, City Engineer
635 South Highway 101
Solana Beach, CA 92075
(858) 720-2473

12. **Indemnification:** Shall be in accordance with standard SEJPA indemnification requirements as set forth in the 2008 SEJPA Restatement Agreement.

13. **Governing Law.** This agreement shall be governed by the laws of the State of California.

14. **Severability.** Should any part, term, clause or provision of this Agreement be determined by final judgment of a court of competent jurisdiction to be illegal or in conflict with any law of this State, or otherwise be rendered unenforceable or ineffectual by a final court determination, the validity of the remaining portions of provisions shall not be affected hereby.

15. **Binding Nature and Attorneys Fees.** This Agreement shall be binding upon, and shall enure to the benefit of, the successors in interest of the parties, subject to the prohibitions on assignment set forth above. In the event of litigation or arbitration to interpret or enforce the terms of this Agreement, the prevailing party in such proceedings shall be entitled its reasonable attorneys fees in addition to costs.

SAN ELIJO JOINT POWERS AUTHORITY

By: _____
Michael T. Thornton, General Manager

Dated: _____

CITY OF SOLANA BEACH

By: _____
David Ott, City Manager

Dated: _____

ATTACHMENT 3

SECTION 00500

AGREEMENT

For: **SAN ELIJO WATER RECLAMATION FACILITY AND
SAN ELIJO HILLS PUMP STATION EMERGENCY POWER 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

Initials: _____

January 2014

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San Elijo Joint Powers Authority
San Elijo WRF and San Elijo Hills Pump Station Emergency Power Project

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

Initials: _____

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San Elijo Joint Powers Authority
San Elijo WRF and San Elijo Hills Pump Station Emergency Power Project

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.

Initials: _____

January 2014

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San Elijo Joint Powers Authority
San Elijo WRF and San Elijo Hills Pump Station Emergency Power Project

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 **C10 – Electrical Contractor** at 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 immediately 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-seventy (170)** working days after the date stated in the Notice to Proceed. Interim milestones are also defined for complete and operable installation of the 800kW generator; Refer to Section 00810 Special Conditions for contract duration and interim milestones.

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, five-hundred dollars (\$1,500.00)** 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.

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

Initials: _____

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

Initials: _____

January 2014

00500 - 10

San Elijo Joint Powers Authority
San Elijo WRF and San Elijo Hills Pump Station Emergency Power Project

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: _____

BY: _____

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

TITLE

TITLE

END OF AGREEMENT



Hoch Consulting
3255 Moccasin Avenue
San Diego, CA 92117
(tel.) 858-431-9767
adam@hochconsultingsd.com
www.hochconsultingsd.com

February 24, 2014

Mr. Chris Trees, P.E.
Director of Operations
San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff by the Sea, CA 92007

Subject: Construction Management Services for the San Elijo Water Reclamation Facility (SEWRF) and San Elijo Hills Pump Station Emergency Power Project

Dear Mr. Trees:

Hoch Consulting is pleased to present this proposal for construction management services for the SEWRF and San Elijo Hills Pump Station Emergency Power Project for your consideration. The following summarizes Hoch Consulting's proposed scope of services, schedule, and budget for these services.

Proposed Scope of Services:

Hoch Consulting will provide construction management and field observation services for the San Elijo Joint Powers Authority for construction of emergency power generators at the SEWRF and the San Elijo Hills Pump Station. Construction management and field observation services are anticipated to be performed in conjunction with Dudek, with Dudek taking the lead on construction phase requests for clarification (up to 10 RFCs) and technical submittals (up to 6 submittals) and Hoch Consulting taking the lead on construction management and field observation. The scope of services is further described in the following tasks.

Task 1: Construction Management Services for the SEWRF

Hoch Consulting will provide construction management and field observation for construction of an emergency power generator at the San Elijo Water Reclamation Facility. Construction management duties including pre-construction coordination, facilitation of construction meetings, preparation of meeting minutes, responding to RFIs, coordinating submittal reviews, pay review requests, review and mark-ups of contractor as-builts, and project close-out. Field

Construction Management Letter Proposal

Hoch Consulting

observation includes monitoring construction activities for conformance with contract documentation and preparing daily inspection reports.

Estimated effort: 275 hours.

Task 2: Construction Management Services for the San Elijo Hills Pump Station

Hoch Consulting will provide construction management and field observation for construction of an emergency power generator at the San Elijo Hills Pump Station. Construction management duties including pre-construction coordination, facilitation of construction meetings, preparation of meeting minutes, responding to RFIs, coordinating submittal reviews, pay review requests, review and mark-ups of contractor as-builts, and project close-out. Field observation includes monitoring construction activities for conformance with contract documentation and preparing daily inspection reports.

Estimated effort: 135 hours.

Schedule and Fee:

Construction Management Services are anticipated to be completed by October 2014. Hoch Consulting proposes to perform the scope of services on a time-and-material basis not to exceed \$41,000 (\$27,500 for Task 1 and \$13,500 for Task 2) as is summarized in the attached fee proposal.

I greatly appreciate the opportunity to work for the SEJPA. If you have any questions about this proposal, please do not hesitate to contact me.

Sincerely,
Hoch Consulting



Adam Hoch, P.E.

Principal

License No. C77635

Attachments: Fee Proposal

Construction Management Fee Proposal				Hoch Consulting			
Classification	Labor		Miscellaneous			Total Fees	
	Principal (\$125/hr)	Total Labor	Subconsultants	Expenses	Discounts*	Total	
Task 1: CM & Administration (SEWRF)	275	\$ 34,375.00	-	\$ -	\$ (6,875.00)	\$ 27,500.00	
Task 2: CM & Administration (San Eljjo Hills)	135	\$ 16,875.00	-	\$ -	\$ (3,375.00)	\$ 13,500.00	
Total	410	\$ 51,250.00	-	\$ -	\$ (10,250.00)	\$ 41,000.00	

*20%

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

March 10, 2014

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: AWARD OF CONTRACT FOR SAN ELIJO WATER RECLAMATION FACILITY
2015 FACILITY PLAN

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the Agreement with Carollo Engineers for the San Elijo Water Reclamation 2015 Facility Plan for an Amount not to Exceed \$113,952; and
2. Discuss and take action as appropriate.

BACKGROUND

The San Elijo Water Pollution Control Facility and the San Elijo Ocean Outfall were originally constructed in 1965. At that time, the water pollution control facility provided primary treatment that discharged through the 4,000 foot-long ocean outfall. Since its original construction, the treatment facility has experienced many minor improvement projects and two major facility upgrades. The first major upgrade project was to meet Clean Water Act standards, which was commenced in 1989 and completed in 1991. The second major upgrade project was the construction of the recycled water treatment, storage, and distribution facilities. This project commenced in 1998 and was completed in 2000. With its completion, the facility was renamed the San Elijo Water Reclamation Facility. In 2013, the SEJPA completed the Advanced Water Treatment Facility to augment the recycled water treatment system and improve the water quality. The facility has a rated wastewater treatment capacity of 5.25 million gallons per day (MGD) and a recycled water treatment capacity of 3.02 MGD.

Since its initial construction, the ocean outfall has also experienced both minor and major improvements. In 1974, the ocean outfall was extended an additional 4,000 feet with the inclusion of the City of Escondido as an outfall partner. Also, about once a decade, new ballast rock is placed around the outfall pipe to support and protect the structure. The outfall has a rated discharge capacity of 25.5 MGD, and is jointly owned by the SEJPA and the City of Escondido, where the SEJPA is the managing authority of the outfall.

In 2007, the SEJPA retained Carollo Engineers to prepare a wastewater facilities master plan. The 2007 facility plan, which primarily focused on the wastewater treatment facilities, is a planning document with specific guidance and direction on asset management, facility planning, and capital improvement plan (CIP) budgeting. The plan identified short-term (5-year) capital projects that addressed immediate facility needs or projects that provided substantial process improvement or return on investment. Long-term (20-year) projects were identified for process efficiency, facility replacement needs, resource recovery opportunities, and future regulatory compliance requirements.

The proposed Facility Plan Update will serve as an asset management tool providing guidance for asset replacement decisions and serving as the foundation to the SEJPA's CIP program for the next 10 years. The current SEJPA CIP program was based on the 2007 Facility Master Plan, and many of the short-term projects have been constructed and some long-term projects are now required. Conducting a detailed facility review, as proposed in the 2015 Facility Plan, will provide a basis for the necessity of new capital projects and for project prioritization. Furthermore, the 2007 Facility Master Plan only considered the wastewater treatment systems. The 2015 Facility Plan proposes to include wastewater, recycled water, and ocean outfall facilities. The addition of the San Elijo Ocean Outfall is especially valuable as this infrastructure is a critical asset with limited redundant components. Some elements of the outfall are nearing 50 years of operational service and a portion of the outfall is located within the San Elijo Lagoon, which is an environmentally sensitive, Marine Conservation Area.

Best management practices recommend regularly reviewing and updating facility plans in order to incorporate changing operating conditions and strategies, to assess and address risk associated with facility failures, and to provide justification and scheduling for new capital projects. Such information is critical for operating a utility focused on the triple bottom line and providing reliable water and wastewater service.

DISCUSSION

The SEJPA requested proposals from six engineering firms for this project. Four firms submitted proposals and, after review, three of the firms were invited to interview with staff to discuss their proposals in more detail. The proposal that provided the best combination of qualifications, project understanding, and value based approach was submitted by Carollo Engineers.

The proposal from Carollo Engineers listed experience with condition assessment, facility planning, wastewater master planning, recycled water master planning, and asset management for over 100 municipal clients and had detailed information on six local projects demonstrating excellent qualifications. The proposed project team is locally based in San Diego and has strong experience in asset management and facility planning. The Carollo team will use the SEJPA asset database that was created in 2007 as the basis for the Facility Plan Update and expand the information that was previously created. During their interview, the Carollo team showed an excellent understanding of how to evaluate the land portion of the ocean outfall, including methods to evaluate the condition of the pipe, access requirements, and potential failure modes. This team also was able to provide an excellent value in their proposed project approach to efficiently complete this effort.

The proposed 2015 Facility Plan will include an evaluation of the facility assets, including the wastewater, recycled water, and ocean outfall systems. Elements of the Facility Plan will include condition assessment and engineering evaluation of the facilities, regulatory compliance analysis, risk assessment for facility failure, project recommendations, capital project prioritization, budgetary cost estimates, and scheduling of capital projects for fiscal years 2015 – 2025.

FINANCIAL IMPACT

The facility plan will focus on the assets and infrastructure of the wastewater, recycled water, and the ocean outfall systems. The proposed cost to the SEJPA for completing the facility plan is \$113,952 based on the final negotiated scope of work. The cost of the facility plan will be funded by three SEJPA service programs (wastewater treatment, recycled water, and ocean outfall). Staff proposes to share the cost of the Facility Plan equally to the three programs unless there is clear justification to apply more cost to one program. Funding is available in each of the programs to be dedicated to this effort.

Staff evaluated the option of pursuing a recycled water facility planning grant to augment this effort. Staff concluded that keeping the Facility Plan focused on the existing assets is the best strategy, and that there may be future opportunities better suited for the recycled water grant. Currently, staff is in discussions with San Dieguito Water District, Santa Fe Irrigation District, and Olivenhain Municipal Water District in regards to developing a potable reuse project.

It is therefore recommended that the Board of Directors:

1. Approve the Agreement with Carollo Engineers for the San Elijo Water Reclamation 2015 Facility Plan for an Amount not to Exceed \$113,952; and
2. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton
General Manager

Attachment 1: Carollo Scope of Work and Fee Schedule

ATTACHMENT 1
SCOPE OF WORK
SAN ELIJO JOINT POWERS AUTHORITY
SAN ELIJO WATER RECLAMATION FACILITY
FACILITY PLAN UPDATE
MARCH 4, 2014

INTRODUCTION

The San Elijo Joint Powers Authority's (SEJPA) San Elijo Water Reclamation Facility (SEWRF) was put into operation in 1966. It has undergone various expansions and upgrades over the years. SEJPA has previously completed facility planning to identify and prioritize capital projects needed to keep the SEWRF operational. The last planning effort was completed in 2007.

The purpose of this Facility Plan Update (Plan) is to identify both short term and long term improvements needed to protect the existing assets, to meet potential changes in discharge regulations, and to provide reliable operation. The Plan will include a detailed assessment of the SEWRF wastewater treatment facilities, tertiary facilities, and the land outfall pipeline. The Plan will include estimated costs for the improvements and a recommended schedule for completing major projects.

The following outlines the tasks that the CONSULTANT shall complete in preparation of the Plan.

SCOPE OF WORK

Task 1 – Document Review

CONSULTANT will review existing documents and reports related to the SEWRF. This will include record drawings, planning documents, and geotechnical studies related to the SEWRF and the land outfall. Previous planning projects will be reviewed in relation to SEJPA's current and future operational goals.

Task 2 – Condition Assessment

CONSULTANT shall perform a condition assessment by a multi-discipline team of civil, mechanical, structural, and electrical/instrumentation engineers. The assessment will be performed during a two-day site visit, and include interviews with SEJPA's operations and maintenance staff to compile a list of known deficiencies.

The team shall conduct an independent inspection and compile a list of other deficiencies not already identified such as structural deterioration, electrical and instrumentation issues, and mechanical degradation. The inspection shall be documented with photos, measurements, and other descriptions.

The assessment will be used to update the existing Wastewater Asset Management (WAM) database for new or replaced equipment since the 2007 Facility Plan. The assessment will also provide the first step for comparing asset lists within the WAM database and the asset list contained in SEJPA's eMaint database for preventative maintenance.

Task 2.1 – Land Outfall Condition Assessment

The CONSULTANT shall develop a base condition assessment of the land outfall pipe. The assessment will be based on review of existing record information, a review of the pipe material, development of potential assessment options and costs, and a replacement cost.

Task 3 – WAM Update and Installation

Upon completion of Task 2, CONSULTANT shall update the existing WAM software and database to the latest version 4.3, and assist SEJPA staff in installing the software and SQL server database on SEWRF workstations and servers. The WAM update shall include: updating condition assessment information for existing assets; adding new asset information; completing vulnerability, criticality, and risk scores; and developing replacement cost estimates for all new and existing assets.

Task 3.1 – WAM and CMMS Synchronization & Training

In addition to the WAM update, CONSULTANT shall review the existing eMaint Computerized Maintenance Management System (CMMS) to determine compatibility with the WAM software and database. CONSULTANT shall assist SEJPA in synchronizing the eMaint asset inventory with the WAM asset inventory, so that there is consistency in asset data between the two systems. It is understood that the eMaint asset inventory may contain an additional level of detail that is not required for the WAM database. SEJPA staff will assist in resolving inconsistencies between the two databases, as required. CONSULTANT will develop and document a step-by-step process to exchange data between the eMaint database and the WAM database for asset inventory synchronization. Finally, the CONSULTANT shall provide two training sessions of up to two (2) hours each to train SEJPA staff on use of the WAM software, including reporting functionality, data exchange capabilities with the eMaint CMMS, and data exports to the CIP project list.

Task 4 – Regulatory Issues

CONSULTANT shall prepare a matrix of potential regulatory changes and the timing of the changes. Impacts to the SEWRF will be identified along with potential solutions. The matrix shall include discharge regulations, recycled water regulations, and air quality.

Task 5 – Project Identification

CONSULTANT shall compile a list of potential upgrade projects based on the condition assessment, WAM database update, and regulatory issues. The list of projects will include individual asset repair or replacement (R&R), according to WAM database output, as well as larger capital improvement projects. Where it makes sense, individual asset R&R needs will be grouped together or with other similar projects. The list will be reviewed with SEJPA for input and adjustment.

Task 6 – Initial Project Ranking

SEJPA and CONSULTANT shall review and rank the prospective projects with respect to:

1. Condition of the equipment or asset.
2. Vulnerability of the equipment.
3. Criticality of the equipment.
4. Performance of the asset.
5. Safety.
6. Risk.
7. Potential improvement schedule.
8. Cost and affordability.

The projects shall be categorized according to risk. The risk scoring approach will be developed with SEJPA. A CIP project list will be generated and reviewed with SEJPA along with initial cost estimates. The cost estimates will be performed as a Class 5 estimate as defined by the Association for the Advancement of Cost Engineering International.

Task 7 – Project Analysis & Final Ranking

The CONSULTANT shall further review the projects identified in Tasks 5 and 6, developing the feasibility, scope and cost estimates. The final CIP project list will be compiled and developed with SEJPA input and consider cost, schedule, and availability of funds. Business case evaluations will be developed for up to 10 of the major projects in the final CIP list, based on a standardized template and format previously used by CONSULTANT, and include an analysis of project risks, alternative scenarios, lifecycle costs, and interdependencies.

Task 8 – Prepare Facility Plan Update

The Facility Plan Update will document all of the work prepared in Tasks 1 through 7. It will include:

1. A discussion of each recommended project including business case evaluation, as developed in Task 7. The projects will be organized according to the final developed CIP project ranking.
2. Estimated project costs by project.

3. A master implementation schedule.

Task 9 - Meetings

CONSULTANT shall prepare, chair, and attend a Kick-off Meeting, three workshops, and monthly progress meetings with the SEJPA. Workshop No. 1 will present the results of the condition assessment with SEJPA. Workshop No. 2 will present the draft project list for discussion and initial ranking with SEJPA. Workshop No. 3 will present the final project list to finalize project priority. Meeting agendas will be prepared approximately one-week prior to the meeting. The CONSULTANT shall prepare and distribute meeting notes to all attendees.

Task 10 – Quality Control

CONSULTANT shall perform a Quality Control program including the following activities:

1. Review quality requirements, purpose, and scope with the project team.
2. Perform intermediate technical review of the draft technical memoranda and cost estimates.
3. Perform final checks of the technical memoranda, cost estimates, and Facility Plan report document.

Task 11 – Financial Planning Support

CONSULTANT shall provide as-needed support for SEJPA's financial planning and rates development efforts up to a maximum of 32 hours over the duration of the project. Activities on this task will be specified at the direction and under the guidance of SEJPA.

**San Elijo Joint Powers Authority
San Elijo Water Reclamation Facility
FACILITY PLAN UPDATE**

TASK	Thornbury	Weishaar	Baker	Adam	Mossinger	Doering	Hedlund	Alband	Assistant Professional	Senior Technician	W/P	Total Hours	Total Labor	Other Direct Costs	Welch	Task Total
Task 1 – Document Review	0	2	2	0	0	2	2	0	4	0	0	12	\$ 2,112	\$ 140	\$ -	\$ 2,252
Task 2 – Condition Assessment	0	16	10	0	0	10	10	0	16	0	0	62	\$ 11,052	\$ 725	\$ -	\$ 11,777
Task 3 – WAM Update & Installation	0	8	4	0	0	0	0	0	32	0	0	44	\$ 6,968	\$ 515	\$ -	\$ 7,483
Task 3.1 - WAM/CMMS Sync. & Training	0	2	8	0	0	0	0	0	56	0	0	66	\$ 10,292	\$ 772	\$ -	\$ 11,064
Task 4 – Regulatory Update	0	6	2	0	0	0	0	0	0	0	0	8	\$ 1,536	\$ 94	\$ 9,000	\$ 10,630
Task 5 – Project Identification	0	8	4	0	6	4	4	6	24	0	0	56	\$ 9,376	\$ 655	\$ -	\$ 10,031
Task 6 – Initial Project Ranking	0	4	8	0	0	0	0	0	12	0	0	24	\$ 4,312	\$ 281	\$ -	\$ 4,593
Task 7 – Project Analysis & Final Ranking	2	24	8	0	12	8	8	12	64	0	0	138	\$ 22,948	\$ 1,615	\$ -	\$ 24,563
Task 8 – Prepare Master Plan	0	8	4	0	2	2	2	2	24	16	8	68	\$ 10,408	\$ 796	\$ -	\$ 11,204
Task 9 – Meetings	2	16	12	0	0	0	0	0	16	0	0	46	\$ 8,428	\$ 538	\$ -	\$ 8,966
Task 10 – Quality Control	2	16	0	0	0	0	0	0	0	0	0	18	\$ 3,316	\$ 211	\$ -	\$ 3,527
Task 11 - Financial Planning Support	0	0	32	0	0	0	0	0	0	0	0	32	\$ 7,488	\$ 374	\$ -	\$ 7,862
TASK TOTAL	6	110	94	0	20	26	26	20	248	16	8	574				
RATE	\$ 234	\$ 178	\$ 234	\$ 234	\$ 178	\$ 178	\$ 178	\$ 178	\$ 144	\$ 152	\$ 92					
COST TOTAL	\$ 1,404	\$ 19,580	\$ 21,996	\$ -	\$ 3,560	\$ 4,628	\$ 4,628	\$ 3,560	\$ 35,712	\$ 2,432	\$ 736		\$ 98,236	\$ 6,716	\$ 9,000	\$ 113,952