

AGENDA
REGULAR BOARD MEETING OF THE
SAN ELIJO JOINT POWERS AUTHORITY
JANUARY 17, 2023 AT 8:30 A.M.
SAN ELIJO WATER CAMPUS – BOARD MEETING ROOM
2695 MANCHESTER AVENUE
CARDIFF BY THE SEA, CALIFORNIA

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. ORAL COMMUNICATIONS/PUBLIC COMMENT PERIOD (NON-ACTION ITEM)
5. AWARDS AND RECOGNITION
Dale Kreinbring, Chief Plant Operator – 10 years of service
6. * **CONSENT CALENDAR**
7. * [APPROVAL OF MINUTES FOR DECEMBER 13, 2022 MEETING](#)
8. * [APPROVAL FOR PAYMENT OF WARRANTS AND MONTHLY INVESTMENT REPORTS](#)
9. * [WASTEWATER TREATMENT REPORT](#)
10. * [RECYCLED WATER REPORT](#)
11. * [REPORTABLE MEETINGS](#)
12. * 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

13. [2023 ELECTION OF OFFICERS AND BOARD MEETING SCHEDULE](#)
 1. Appoint Chairperson and Vice-Chairperson for the 2023 SEJPA Board of Directors;
 2. Select a regular meeting schedule for 2023; and
 3. Discuss and take action as appropriate.

Staff Reference: General Manager

14. AWARD CONSTRUCTION CONTRACT, CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, AND ENGINEERING SERVICES DURING CONSTRUCTION FOR THE SAN ELIJO WATER CAMPUS – BIOSOLIDS DEWATERING FACILITIES IMPROVEMENTS PROJECT

1. Authorize the General Manager to award construction of the Biosolids Dewatering Facilities Improvements Project to GSE Construction Company, Inc., in the lump sum amount of \$8,687,200;
2. Authorize the General Manager to amend the professional services agreement with Black & Veatch for engineering services during construction for the Biosolids Dewatering Facilities Improvements Project for an amount not to exceed \$297,860;
3. Authorize the General Manager to execute a professional services agreement with Valley CM for construction management and inspection services for the Biosolids Dewatering Facilities Improvements Project in an amount not to exceed \$946,558; and
4. 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

The Board will adjourn to Closed Session to discuss item(s) identified below. Closed Session is not open to the public; however, an opportunity will be provided at this time if members of the public would like to comment on any item listed below. (Three-minute limit.) 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".

None.

19. ADJOURNMENT

The next regularly scheduled San Elijo Joint Powers Authority Board Meeting will be Tuesday, February 21, 2023 at 8:30 a.m.

NOTICE:

The San Elijo Joint Powers Authority's open and public meetings comply with 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 generally held on the third Tuesday of each month, with no scheduled meetings in 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 on the SEJPA website at www.sejpa.org, and in the following locations:

San Elijo Water Campus (formerly known as 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: January 12, 2023



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

SAN ELIJO JOINT POWERS AUTHORITY
MINUTES OF THE BOARD MEETING
HELD ON DECEMBER 13, 2022
AT THE SAN ELIJO WATER CAMPUS

Kellie Hinze, Chair

David Zito, Vice Chair

A meeting of the Board of Directors of San Elijo Joint Powers Authority (SEJPA) was held Tuesday, December 13, 2022, at 8:30 a.m., at the San Elijo Water Campus

1. CALL TO ORDER

Chair Hinze called the meeting to order at 8:34 a.m.

2. ROLL CALL

Directors Present:

Kellie Hinze
David Zito
Kristi Becker

Others Present:

General Manager	Michael Thornton
Director of Operations	Chris Trees
Director of Infrastructure and Sustainability	Tom Falk
Director of Finance and Administration	Amy Chang
Administrative Assistant I	Tamara Cooper

SEJPA Counsel:

Procopio	Kevin Davis
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City of Solana Beach:

Assistant City Manager	Dan King
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Leaf & Cole, LLP:

Partner, CPA	Michael Zizzi
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3. PLEDGE OF ALLEGIANCE

General Manager, Michael Thornton, led the Pledge of Allegiance.

4. ORAL COMMUNICATION/PUBLIC COMMENT PERIOD

None.

5. AWARDS AND RECOGNITION

None.

6. CONSENT CALENDAR

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

- Agenda Item No. 7 Approval of Minutes for the November 15, 2022 Meeting
- Agenda Item No. 8 Approval for Payment of Warrants and Monthly Investment Report
- Agenda Item No. 9 Wastewater Treatment Report
- Agenda Item No. 10 Recycled Water Report
- Agenda Item No. 11 Reportable Meetings

Motion carried with the following vote of approval:

AYES: Hinze, Zito, Becker
 NOES None
 ABSENT: Blakespear
 ABSTAIN: None

13. FY 2021-22 FINANCIAL AUDIT REPORT ACCEPTANCE

Guest Speaker Michael Zizzi, CPA, a Partner for Leaf & Cole, LLP, gave a presentation reporting on the financial audit of SEJPA for Fiscal Year (FY) 2021-22, conducted annually as required by California Government Code and Board policy. The financial audit for FY 2021-22 has been completed and it is the auditor’s opinion that SEJPA’s June 30, 2022 financial statements are presented fairly in all material aspects. Mr. Zizzi also stated that the audit was performed in accordance with auditing standards generally accepted in the United States of America and the State Controller’s Minimum Audit Requirements for California Special Districts. Upon completion of the audit, Leaf & Cole stated that no transactions were noted where there was a lack of authoritative guidance or consensus. In addition, there were no difficulties or disagreements with management in performing and completing the audit.

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

1. Accept and file the FY 2021-22 Audited Financial Statements for San Elijo Joint Powers Authority.
2. Accept and file the FY 2021-22 SAS 114 Letter.

Motion carried with the following vote of approval:

AYES: Hinze, Zito, Becker
 NOES None
 ABSENT: Blakespear
 ABSTAIN: None

14. SAN ELIJO JOINT POWERS AUTHORITY FISCAL YEAR 2021-22 OPERATING AND DEBT SERVICE EXPENSES END OF YEAR REVIEW

Director of Finance and Administration, Amy Chang, gave a presentation reviewing the operating and debt service expenses of SEJPA for FY 2021-22, which ended June 30, 2022. The presentation included an overview of expenses of all SEJPA programs. In summary, Wastewater Treatment, Laboratory Services, Pump Stations,

Ocean Outfall, and Storm Drains programs were under budget by \$120,096 or 2.0%. Recycled Water expenditures were \$11,308 or 0.6% under budget. Overall, SEJPA was below budget by \$131,404 or 1.6%, which included a \$185,000 contribution to the pension reserve (PARS trust) to reduce future pension liability. All debt service payments were paid according to the loan agreements, with an outstanding balance of \$23,730,698. Furthermore, SEJPA's Standard & Poor's bond credit rating is AA+.

No action required.

15. GENERAL MANAGER'S REPORT

General Manager, Michael Thornton, stated that public bidding for the Biosolids Dewatering Construction and Construction Management Award will be due on Thursday, December 15, 2022. Staff plans to report on the results of the bid at the next board meeting in January.

16. GENERAL COUNSEL'S REPORT

None.

17. BOARD MEMBER COMMENTS

None.

18. CLOSED SESSION

None.

19. ADJOURNMENT

The meeting adjourned at 9:10 a.m. The next Board of Directors meeting is scheduled to be held on Tuesday, January 17, 2023 at 8:30 a.m.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

**SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
23-01**

For the Month of December 2022

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
41742	A-Check Global	Preemployment Screening	Lessee employee background check	\$ 29.00
41743	Akeso Occupation Health	Services - Medical	Hearing tests and new hire	390.00
41744	AT&T	Utilities - Telephone	Phone service - 10/13/22 - 11/12/22	619.97
41745	Automation Direct	Repair Parts Expense	Pump # 4.5 fuses	174.56
41746	Concepcion Yani Barragan	Supplies - Office	Employee reimbursement - Various and mileage	807.78
41747	Bay City Electric Works	Services - Maintenance	Preventative maintenance - Generators	650.00
41748	BKM OfficeWorks, LLC	Capital Outlay	Furniture	6,326.79
41749	Black & Veatch	Services - Engineering	Dewatering facilities upgrades	32,441.25
41750	BlackBurn MFG Co.	Supplies - Shop & Field	Marking paint	719.14
41751	California Boiler	Services - Maintenance	Boiler maintenance	1,397.27
41752	Caltrol, Inc.	Repair Parts Expense	Valves for reverse osmosis system	1,491.26
41753	City National Bank	Interest Expense - AWT Note	Loan agreement # 11-020	74,076.57
41754	The Coast News Group	Advertising	Public notice - bids biosolids	630.00
41755	CWEA Membership	Dues & Memberships	Membership - C. Larsen, T. Hutchinson	404.00
41756	D&H Water Systems	Repair Parts Expense	Chlorine analyzer	5,267.85
41757	Denali Water Solutions LLC	Services - Biosolids Hauling	Biosolids hauling and reuse - Sep	9,486.84
41758	DMV	Services - Other	Safety records - 8/01/22 - 10/31/22	4.00
41759	EDCO Waste & Recycling Service	Utilities - Trash	Nov	572.40
41760	Environmental Sampling Supply,	Supplies - Lab	Supplies	190.22
41761	Eurofins Calscience, LLC	Services - Laboratory	Testing water samples	721.50
41762	Fisher Scientific	Supplies - Lab	Bromothymol blue	75.51
41763	governmentjobs.com, Inc	Advertising	Job postings	600.00
41764	Hach Company	Repair Parts Expense	PH probe replacement	1,529.02
41765	Harbor Freight Tools	Supplies - Shop & Field	Tools and shop and field supplies	731.45
41766	Hardy Diagnostics	Supplies - Lab	Various lab supplies	4,089.63
41767	Housing &Community Development	Licenses	Serial - 11001265S0726022	42.00
41768	Idexx Distribution,Inc.	Supplies - Lab	Various lab supplies	3,836.65
41769	Liquid Environmental Solution	Services - Grease & Scum	Roll-off bin - 11/14/2022	1,285.00
41770	MBC Applied Environmental	Services - Professional	Region nine kelp survey	6,291.54
41771	McMaster-Carr Supply Co.	Repair Parts Expense	Various replacement parts	1,238.25
41772	Mission Square	ICMA Retirement	ICMA - 401a	4,796.63
41773	Mission Square - 304175	EE Deduction Benefits	ICMA - 457	8,445.30
41774	MMASC	Dues & Memberships	Membership - A. Chang	90.00
41775	Napa Auto Parts	Repair Parts Expense	Generator batteries	696.81
41776	Olin Corp - Chlor Alkali	Supplies - Chem - Sodium Hypo	Procurement of sodium hypochlorite	7,210.58
41777	Olivenhain Municipal Water Dis	Rent	Pipeline rental payment - Oct	10,845.00
41778	ProBuild Company, LLC	Supplies - Shop & Field	Various supplies	661.59
41779	RSF Security Systems	Services - Alarm	Cellular fire system monitoring and security services	1,825.00
41780	Rusty Wallis, Inc.	Services - Maintenance	Water softener, tank service, salt bags	342.86
41781	Ryan Herco Products Corp.	Repair Parts Expense	Calibration cylinders, Press gauge	947.62
41782	Sage Energy Consulting	Services - Professional	Solar PPA implementation support	1,842.50
41783	Santa Fe Irrigation District	Utilities - Water	Seabright Ln - 09/16/22 - 11/15/22	99.75
41784	Sartorius Corporation	Capital Outlay	Bench top pure water system	391.99
41785	San Dieguito Water District	Utilities - Water	Water	116.65
41786	Sloan Electric Company	Repair Parts Expense	Belt press hydraulic motor, Ethernet cable adapters	1,029.26
41787	Unifirst Corporation	Services - Uniforms	Uniform service	570.95
41788	USA Bluebook	Supplies - Lab	Various lab supplies	445.30
41789	Verizon Wireless	Utilities - Telephone	Cell phone - 10/11/2022-11/10/2022	1,228.44
41790	Volt Management Corp	Services - Temp	Internship program	8,344.05
41791	Volt Management Corp	Services - Temp	Internship program	1,708.42
41792	VWR International, Inc.	Supplies - Lab	Digital hand thermometer and supplies	850.34
41793	The Water Research Foundation	Dues & Memberships	WRFMBR - Utility membership	2,178.00
41794	Affordable Drain Services	Services - Maintenance	Jet vac cleaning services	1,205.00
41795	Akeso Occupation Health	Services - Medical	Covid -19 test and hepatitis B test	258.00
41796	Allied Storage Containers	Equipment Rental/Lease	20' and 40' storage containers 11/26/22 - 12/23/22	359.89
41797	AT & T	Utilities - Telephone	Alarm service - Nov	410.89
41798	(blank)	(blank)	(blank)	-
41799	Cecilia's Safety Service, Inc	Services - Contractors	Traffic control training	1,575.00
41800	Tamara Cooper	Subsistence - Travel/Rm & Bd	Employee reimbursement - Mileage and postage	25.15
41801	Denali Water Solutions LLC	Services - Biosolids Hauling	Biosolids hauling and reuse - Aug	19,080.27
41802	DMV	Services - Other	Safety records - 11/01/22 - 11/30/22	4.00
41803	Enthalpy Analytical, LLC	Services - Laboratory	Laboratory toxicity testing services for Oct	1,050.00
41804	Environmental Express, Inc.	Supplies - Lab	Disposable BOD bottles	368.05
41805	Eurofins Calscience, LLC	Services - Laboratory	Testing water samples	643.50
41806	Excel Landscape, Inc.	Services - Maintenance	Grounds maintenance service - Nov	4,202.00
41807	Firehawk Fire & Safety	Services - Maintenance	Fire demo training	595.00
41808	Fisher Scientific	Supplies - Lab	Bottles standard solution, Water sample bottle sterile	352.19
41809	FRS Environmental	Services - Maintenance	Parts washer service	291.00
41810	Harrington Industrial Plastics	Repair Parts Expense	Flowline display	955.70
41811	Leaf & Cole, LLP	Services - Accounting	Audit services	10,543.00
41812	Liquid Environmental Solution	Services - Grease & Scum	Pumping service - 11/15/22, 11/30/22	674.00
41813	R.F. MacDonald Co.	Seminars/Education	Hydronic seminar - J. Garcia	1,150.00
41814	McMaster-Carr Supply Co.	Repair Parts Expense	Replacement fuses, Stainless steel screws and tube	801.34
41815	Michael Baker International	Services - Engineering	Min. initial dilution factor (Dm) re-evaluation study	8,919.12
41816	Cosby Oil Company, Inc	Fuel	Fuel - Nov	580.76
41817	NSI Solutions, Inc.	Supplies - Lab	QC solution for TSS/TDS test	435.00
41818	The Nyhart Company	Services - Accounting	Actuarial service	1,700.00
41819	Olin Corp - Chlor Alkali	Supplies - Chem - Sodium Hypo	Procurement of sodium hypochlorite	7,243.60
41820	Polydyne Inc.	Supplies - Chem - Polymer	Clarifloc WE-007	33,858.84
41821	ProBuild Company, LLC	Repair Parts Expense	Ceiling panels, Stakes	120.65
41822	Procopio Cory Hargreaves	Services - Legal	General	15,859.25
41823	RSF Security Systems	Services - Alarm	Alarm - Qolsys IQ panel, On-site service	1,094.00
41824	Santa Fe Irrigation District	Utilities - Water	Water	6,870.38
41825	Santa Fe Irrigation District	SFID Distribution Pipeline	Pipeline purchase payment	2,871.90
41826	Seacliff Mechanical Svc, LLC	Services - Maintenance	HVAC services	2,800.00

**SAN ELIJO JOINT POWERS AUTHORITY
PAYMENT OF WARRANTS
23-01**

For the Month of December 2022

Warrant #	Vendor Name	G/L Account	Warrant Description	Amount
41827	Southland Manufacturing, Inc.	Supplies - Shop & Field	Sand bags	360.41
41828	State Water Resources Control	Fees - Permits	Annual permit	24,687.00
41829	Terminix Processing Center	Services - Maintenance	Pest control service	535.00
41830	Thatcher Company of California	Supplies - Chemicals	Aluminum sulfate	2,741.30
41831	Unifirst Corporation	Services - Uniforms	Uniform service and gloves	598.51
41832	Univar Solutions USA Inc.	Supplies - Chem - Odor	Caustic soda	2,861.24
41833	VWR International, Inc.	Supplies - Lab	Flask wide mouth 500ml	75.16
41834	A-Check Global	Preemployment Screening	New employee background check	5.00
41835	Southern Ca. Chapter - ABPA	Seminars/Education	Conference - M. Piper	145.00
41836	AT&T	Utilities - Telephone	Phone service - 11/13/22 - 12/12/22	625.21
41837	Concepcion Yani Barragan	Seminars/Education	Employee reimb - Education books, software and supplies	151.21
41838	Boot World, Inc.	Uniforms - Boots	Safety boots - J. Boyle	225.00
41839	Caltrol, Inc.	Repair Parts Expense	Shipping and handling	18.96
41840	CASA	Dues & Memberships	Membership - Agency	14,300.00
41841	Westbound Solar 2, LLC	Utilities - Solar Power	Solar - Nov	10,144.71
41842	Unifirst First Aid Corp	Supplies - Safety	First aid supplies	146.04
41843	ICMA Membership Renewals	Dues & Memberships	Membership - A. Chang	200.00
41844	Jason Simmons	Supplies - Safety	Employee reimbursement - Prescription safety glasses	174.00
41845	Mission Square	ICMA Retirement	ICMA - 401a	9,874.80
41846	Mission Square - 304175	EE Deduction Benefits	ICMA - 457	18,670.78
41847	Olivenhain Municipal Water Dis	Rent	Pipeline rental payment - Nov	5,940.00
41848	San Dieguito Water District	Utilities - Water	Water	1,549.83
41849	San Dieguito Water District	Utilities - Water	Water	2,617.72
41850	Southwest Membrane Operation	Dues & Memberships	Membership - C. Trees	400.00
41851	State Water Resources Control	Dues & Memberships	Certificate grade II renewal - M. Henke, Certification applicatio	285.00
41852	State Water Resources Control	Fees - Permits	Annual permit	33,677.00
41853	SWRCB - ELAP Fees	Fees - Permits	ELAP - Assessment fee	5,000.00
41854	Unifirst Corporation	Services - Uniforms	Uniform service	454.54
41855	Underground Service Alert/SC	Services - Alarm	Dig alert, Safe excavation board	132.95
41856	Verizon Wireless	Utilities - Telephone	Cell phone - 11/08/22 - 12/07/22	1,004.84
41857	Volt Management Corp	Services - Temp	Internship program	10,258.21
41858	Benefits Coordinators Corp.	Dental/Vision	Vision - Dec	291.90
On-line 735	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 11/12/22 - 11/25/22	16,783.07
On-line 736	ReadyRefresh	Supplies - Lab	Kitchen and lab supplies	758.21
On-line 737	WM Corporate Services, Inc.	Services - Grit & Screenings	10 yard roll-off bin disposal	6,278.17
On-line 738	Aflac	EE Deduction Benefits	Aflac - Dec	562.50
On-line 739	BankCard Center	Supplies - Safety	Shop, field, office supplies and parts	6,949.48
On-line 740	P.E.R.S.	Medical Insurance - Pers	Health - Jan	27,710.05
On-line 741	Public Employees- Retirement	Retirement Plan - PERS	Retirement - 11/26/22 - 12/09/22	16,976.90
On-line 742	San Diego Gas & Electric	Utilities - Gas & Electric	Gas and electric - 11/08/22 - 12/07/22	76,292.46
On-line 743	Sun Life Financial	EE Deduction Benefits	Life and disability insurance - Jan	2,385.15
On-line 744	WM Corporate Services, Inc.	Services - Grit & Screenings	10 yard roll-off bin disposal	8,149.75
	San Elijo Payroll Account	Payroll	Payroll - 12/02/2022	88,129.24
	San Elijo Payroll Account	Payroll	Payroll - 12/16/2022	86,035.41
	San Elijo Payroll Account	Payroll	Payroll - 12/30/2022	92,699.58
				<u>\$ 915,545.26</u>

SAN ELIJO JOINT POWERS AUTHORITY

PAYMENT OF WARRANTS SUMMARY

**For the Month of December 2022
As of December 31, 2022**

PAYMENT OF WARRANTS		\$ 915,545.26
Reference Number	23-01	

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.



Amy Chang
Director of Finance & Administration

STATEMENT OF FUNDS AVAILABLE FOR PAYMENT OF WARRANTS
AND INVESTMENT INFORMATION
As of December 31, 2022

FUNDS ON DEPOSIT WITH	AMOUNT
LOCAL AGENCY INVESTMENT FUND <i>(DECEMBER 2022 YIELD 2.173%)</i>	
UNRESTRICTED DEPOSITS	\$ 20,383,373.05
CALIFORNIA BANK AND TRUST <i>(DECEMBER 2022 YIELD 0.01%)</i>	
REGULAR CHECKING	490,065.04
PAYROLL CHECKING	8,349.40
PARS - TRUSTEE (POST-EMPLOYMENT BENEFITS TRUST) <i>(NOVEMBER 2022 YIELD 4.52%)</i>	402,404.19
TOTAL RESOURCES	\$ 21,284,191.68

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

January 17, 2023

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: WASTEWATER TREATMENT REPORT

RECOMMENDATION

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

DISCUSSION

Monthly Treatment Plant Performance and Evaluation

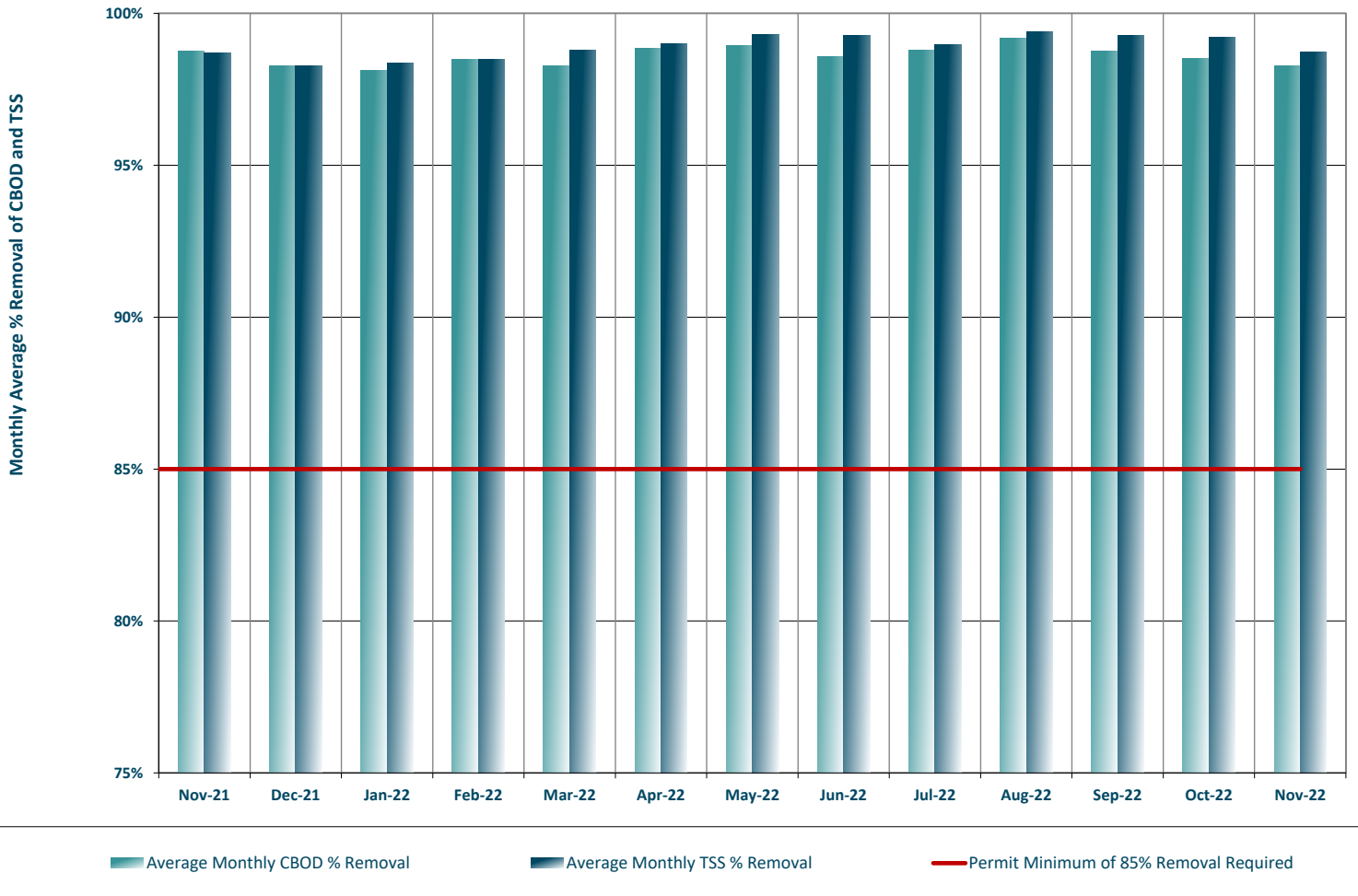
Wastewater treatment for the San Elijo Joint Powers Authority (SEJPA) met all National Pollutant Discharge Elimination System (NPDES) ocean effluent limitation requirements for the month of November 2022. The primary indicators of treatment performance include the removal of Carbonaceous Biochemical Oxygen Demand (CBOD) and Total Suspended Solids (TSS). The SEJPA is required to remove a minimum of 85 percent of the CBOD and TSS from the wastewater. Treatment levels for **CBOD** and **TSS** were **98.3** and **98.7** percent removal, respectively, during the month of November.

Exceptional Water Treatment



Figure 1 (below) shows historic treatment performance trends for the removal of CBOD and TSS over the last 13 months compared to the permit minimum removal requirement of 85%.

Figure 1: Wastewater Treatment Performance of the SEJPA % Removal of Carbonaceous Biochemical Oxygen Demand (CBOD) and Total Suspended Solids (TSS)



Figures 2 and 3 (below) show historic influent vs effluent CBOD and TSS concentration fluctuations in the strength of the wastewater being received and discharged by the SEJPA.

FIGURE 2: TREATED EFFLUENT FLOWS REMOVAL OF CBOD

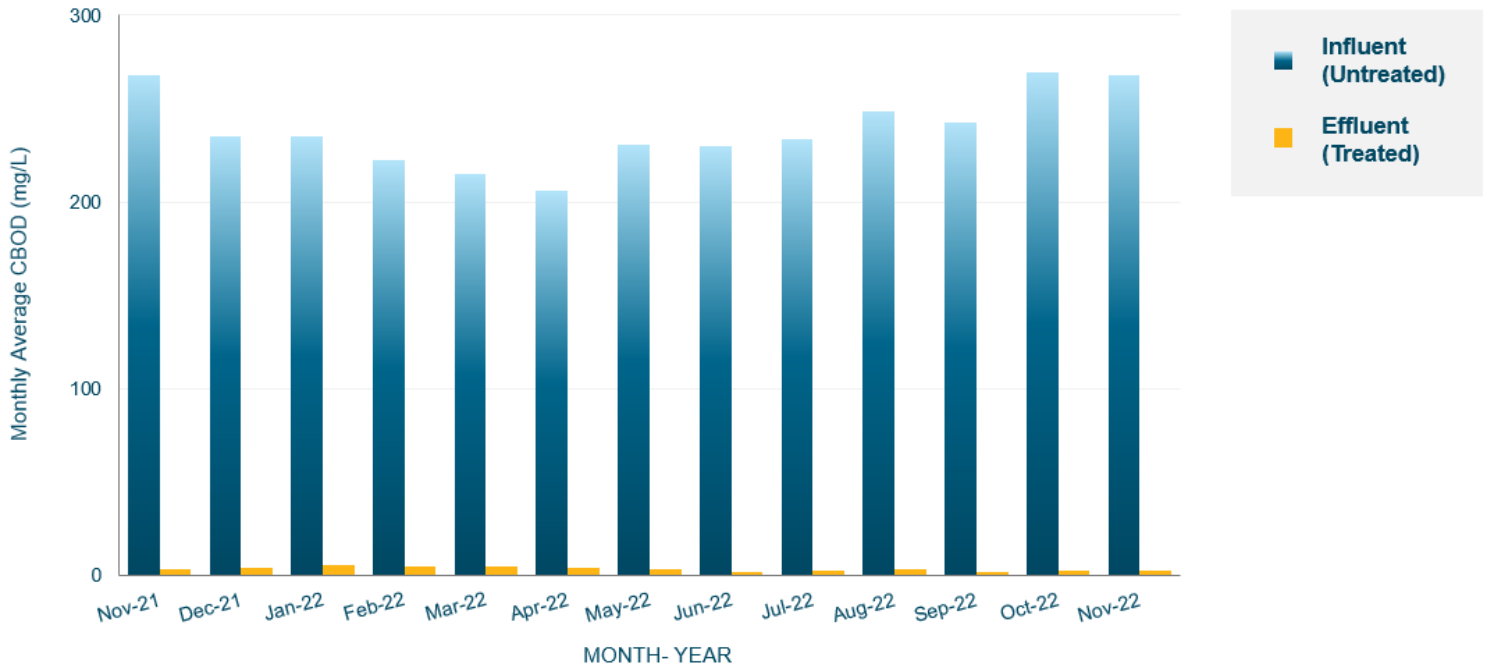
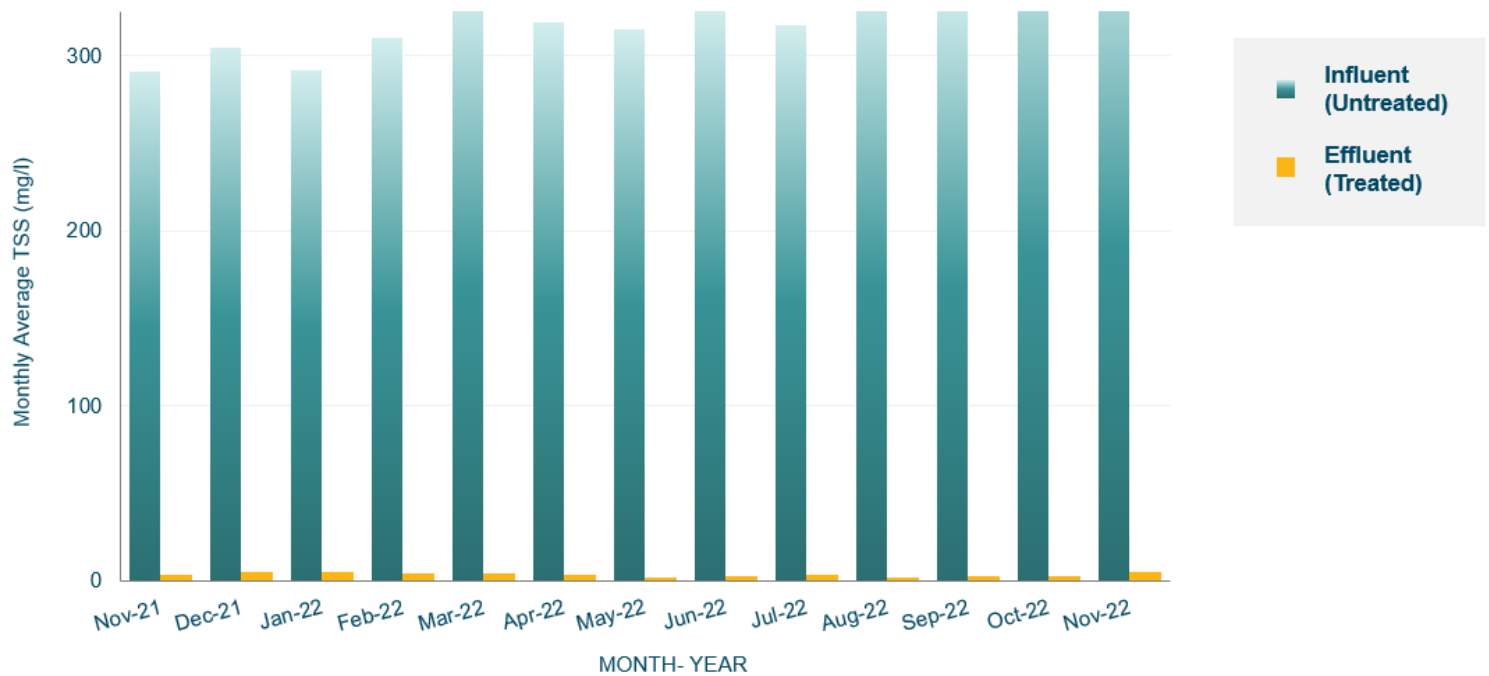


FIGURE 3: TREATED EFFLUENT FLOWS REMOVAL OF TSS



Member Agency Flows

Table 1 (below) presents the influent and effluent flows for the month of November. Average daily influent flows were recorded for each Member Agency. Total effluent flow was calculated for the San Elijo Water Campus. Approximately 42% of the influent flow was diverted for recycled water use in November.

TABLE 1 – INFLUENT AND EFFLUENT FLOWS IN NOVEMBER

NOVEMBER			
	Influent (mgd)	Recycled Water (mgd)	Effluent (mgd)*
Cardiff Sanitary Division	1.205	0.507	0.698
City of Solana Beach	0.879	0.370	0.509
Rancho Santa Fe SID	0.124	0.053	0.071
City of Del Mar	0.336	0.141	0.195
Total San Elijo Water Campus Flow	2.544	1.071	1.473

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

Table 2 (below) presents the historical average and unit influent rates per month for each of the Member Agencies during the past 3 years. It also presents the number of connected Equivalent Dwelling Units (EDUs) for each of the Member Agencies during this same time.

TABLE 2 - SAN ELJO WATER CAMPUS MONTHLY REPORT - FLOWS AND EDUS

MONTH	AVERAGE DAILY INFLUENT FLOW RATE (MGD)					CONNECTED EDUS					AVERAGE UNIT INFLUENT FLOW RATE (GAL/EDU/DAY)				
	CSD	RSF	SB	DM	TOTAL PLANT	CSD	RSF	SB	DM	TOTAL EDUS	CSD	RSF	SB	DM	TOTAL PLANT
Aug-19	1.148	0.126	0.938	0.567	2.779	8,505	570	8,105	2,612	19,792	135	221	116	217	140
Sep-19	1.131	0.132	0.918	0.393	2.574	8,507	570	8,105	2,612	19,794	133	232	113	150	130
Oct-19	1.120	0.124	0.914	0.378	2.536	8,507	571	8,105	2,612	19,795	132	217	113	145	128
Nov-19	1.230	0.137	0.927	0.437	2.731	8,510	571	8,105	2,612	19,798	145	240	114	172	138
Dec-19	1.347	0.173	0.946	0.483	2.949	8,516	571	8,105	2,612	19,804	158	303	117	185	149
Jan-20	1.194	0.163	0.917	0.410	2.684	8,517	571	8,105	2,612	19,805	140	286	113	157	136
Feb-20	1.176	0.146	0.919	0.352	2.593	8,517	571	8,105	2,612	19,805	138	256	113	135	131
Mar-20	1.432	0.185	0.907	0.389	2.913	8,519	572	8,105	2,612	19,808	168	324	112	149	147
Apr-20	1.720	0.231	0.912	0.377	3.240	8,522	572	8,105	2,612	19,811	202	404	113	153	164
May-20	1.293	0.158	0.853	0.304	2.608	8,523	573	8,105	2,612	19,813	152	276	105	133	132
Jun-20	1.251	0.164	0.897	0.434	2.746	8,534	576	8,105	2,612	19,826	147	285	111	179	139
Jul-20	1.231	0.157	0.937	0.548	2.873	8,535	576	8,110	2,616	19,837	144	273	116	222	145
Aug-20	1.226	0.156	0.950	0.478	2.810	8,540	577	8,110	2,616	19,843	144	271	117	194	142
Sep-20	1.225	0.151	0.956	0.362	2.694	8,540	578	8,110	2,616	19,844	143	261	118	146	136
Oct-20	1.197	0.142	0.940	0.316	2.595	8,543	579	8,110	2,616	19,848	140	245	116	128	131
Nov-20	1.200	0.142	0.927	0.341	2.610	8,543	579	8,110	2,616	19,848	140	245	114	138	131
Dec-20	1.217	0.141	0.893	0.304	2.555	8,543	579	8,110	2,616	19,848	142	244	110	123	129
Jan-21	1.238	0.150	0.909	0.323	2.620	8,543	579	8,110	2,616	19,848	145	259	112	129	132
Feb-21	1.224	0.151	0.926	0.306	2.607	8,548	579	8,110	2,616	19,853	143	261	114	121	131
Mar-21	1.291	0.160	0.968	0.332	2.751	8,548	579	8,110	2,616	19,853	151	277	119	131	139
Apr-21	1.232	0.160	0.925	0.320	2.637	8,552	579	8,110	2,616	19,857	144	277	114	129	133
May-21	1.189	0.157	0.932	0.323	2.601	8,552	579	8,110	2,616	19,857	139	271	115	130	131
Jun-21	1.218	0.148	0.938	0.358	2.662	8,554	579	8,110	2,616	19,859	142	256	116	145	134
Jul-21	1.183	0.144	0.972	0.435	2.734	8,554	579	8,124	2,616	19,873	138	249	120	178	138
Aug-21	1.178	0.150	0.966	0.480	2.774	8,556	579	8,124	2,616	19,875	138	259	119	196	140
Sep-21	1.153	0.129	0.948	0.353	2.583	8,557	579	8,124	2,616	19,876	135	223	117	144	130
Oct-21	1.225	0.126	0.885	0.329	2.565	8,557	579	8,124	2,616	19,876	143	218	109	139	129
Nov-21	1.156	0.131	0.911	0.329	2.527	8,557	581	8,124	2,616	19,878	135	226	112	135	127
Dec-21	1.264	0.145	0.913	0.310	2.632	8,557	581	8,124	2,616	19,878	148	250	112	127	132
Jan-22	1.174	0.140	0.906	0.357	2.577	8,557	581	8,124	2,616	19,878	137	241	112	145	130
Feb-22	1.113	0.158	0.929	0.300	2.500	8,557	581	8,124	2,616	19,878	130	272	114	120	126
Mar-22	1.176	0.142	0.946	0.307	2.571	8,557	581	8,124	2,616	19,878	137	245	116	123	129
Apr-22	1.134	0.140	0.875	0.315	2.464	8,557	582	8,124	2,616	19,879	133	241	108	129	124
May-22	1.146	0.140	0.877	0.301	2.464	8,557	582	8,124	2,616	19,879	134	241	108	123	124
Jun-22	1.133	0.138	0.921	0.452	2.644	8,557	583	8,124	2,616	19,880	132	237	113	184	133
Jul-22	1.124	0.129	0.948	0.438	2.639	8,557	583	8,142	2,616	19,898	131	221	116	179	133
Aug-22	1.163	0.133	0.929	0.448	2.673	8,557	583	8,142	2,616	19,898	136	228	114	185	134
Sep-22	1.139	0.125	0.904	0.381	2.549	8,557	584	8,142	2,616	19,899	133	214	111	158	128
Oct-22	1.083	0.128	0.890	0.295	2.396	8,557	584	8,142	2,616	19,899	127	219	109	122	120
Nov-22	1.205	0.124	0.879	0.336	2.544	8,557	585	8,142	2,616	19,900	141	212	108	138	128

CSD: Cardiff Sanitary Division

RSF: Ranch Santa Fe Community Service District

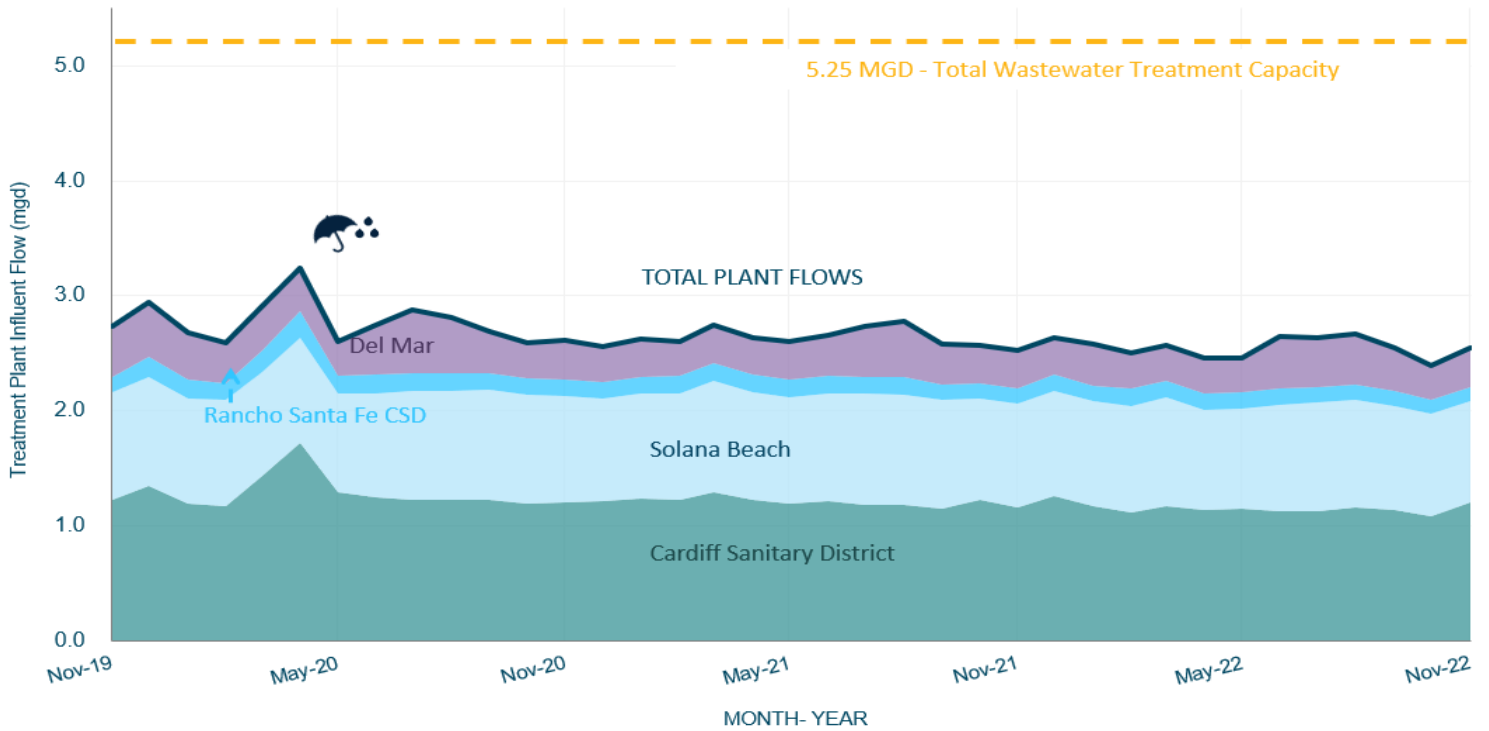
SB: Solana Beach

DM: City of Del Mar

EDU: Equivalent Dwelling Unit

Figure 4 (below) presents the 3-year historical average daily flows per month for each Member Agency. This is to provide a historical overview of the average flow treated for each agency. Also shown in Figure 4 is the total wastewater treatment capacity of the water campus, 5.25 mgd, of which each Member Agency has the right to 2.2 mgd, Rancho Santa Fe Community Service District leases 0.25 mgd, and the City of Del Mar leases 0.60 mgd.

FIGURE 4: SEJPA AVERAGE DAILY FLOWS OVER THE PAST 3 YEARS



City of Escondido Flows

The average and peak flow rate for the month of November 2022 from the City of Escondido's Hale Avenue Resource Recovery Facility, which discharges through the San Elijo Ocean Outfall, is reported below in Table 3.

TABLE 3 - CITY OF ESCONDIDO FLOWS

	Flow (mgd)
Escondido (Average flow rate)	8.7
Escondido (Peak flow rate)	18.2

Connected Equivalent Dwelling Units

The Cities of Encinitas, Solana Beach and Del Mar updated the number of connected EDUs that are reported to the SEJPA in July 2022. The Rancho Santa Fe CSD update their connected EDUs report every month. The number of EDUs connected for each of the Member Agencies and lease agencies is reported in Table 4 below.

TABLE 4 - CONNECTED EDUs BY AGENCY

	Connected (EDU)
Cardiff Sanitary Division	8,557
Rancho Santa Fe SID	585
City of Solana Beach	7,806
San Diego (to Solana Beach)	337
City of Del Mar	2,616
Total EDUs to System	19,900

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

January 17, 2023

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: RECYCLED WATER REPORT

RECOMMENDATION

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

DISCUSSION

Recycled Water Production

For the month of November 2022, recycled water demand was 93.0 acre-feet (AF), which was met using 92.3 AF of recycled water and supplemented with 0.7 AF of potable water. November demand was 9.6% below budget expectations of 103 AF. However, the total water production of 979 AF for the first five months of FY 2022-23 was above budget by 11.7%.

Figure 1 (attached) provides a graphical view of annual recycled water demand spanning the last 10 fiscal years, with the overlay of annual rainfall. Since the recycled water program primarily serves outdoor irrigation, annual demand is reduced during wet periods and increases during times of drought. Figure 2 (attached) shows the monthly recycled water demand for each November for the last ten years to provide a year-over-year comparison. Figure 3 (attached) compares budget versus actual recycled water sales for FY 2022-23.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

FIGURE 1: RECYCLED WATER DEMAND AND RAINFALL COMPARISON



DRY YEAR

WET YEAR

Recycled Water Demand

Rainfall

Recycled water demand continues to increase even in wet years.

FIGURE 3: NOVEMBER RECYCLED WATER DEMAND

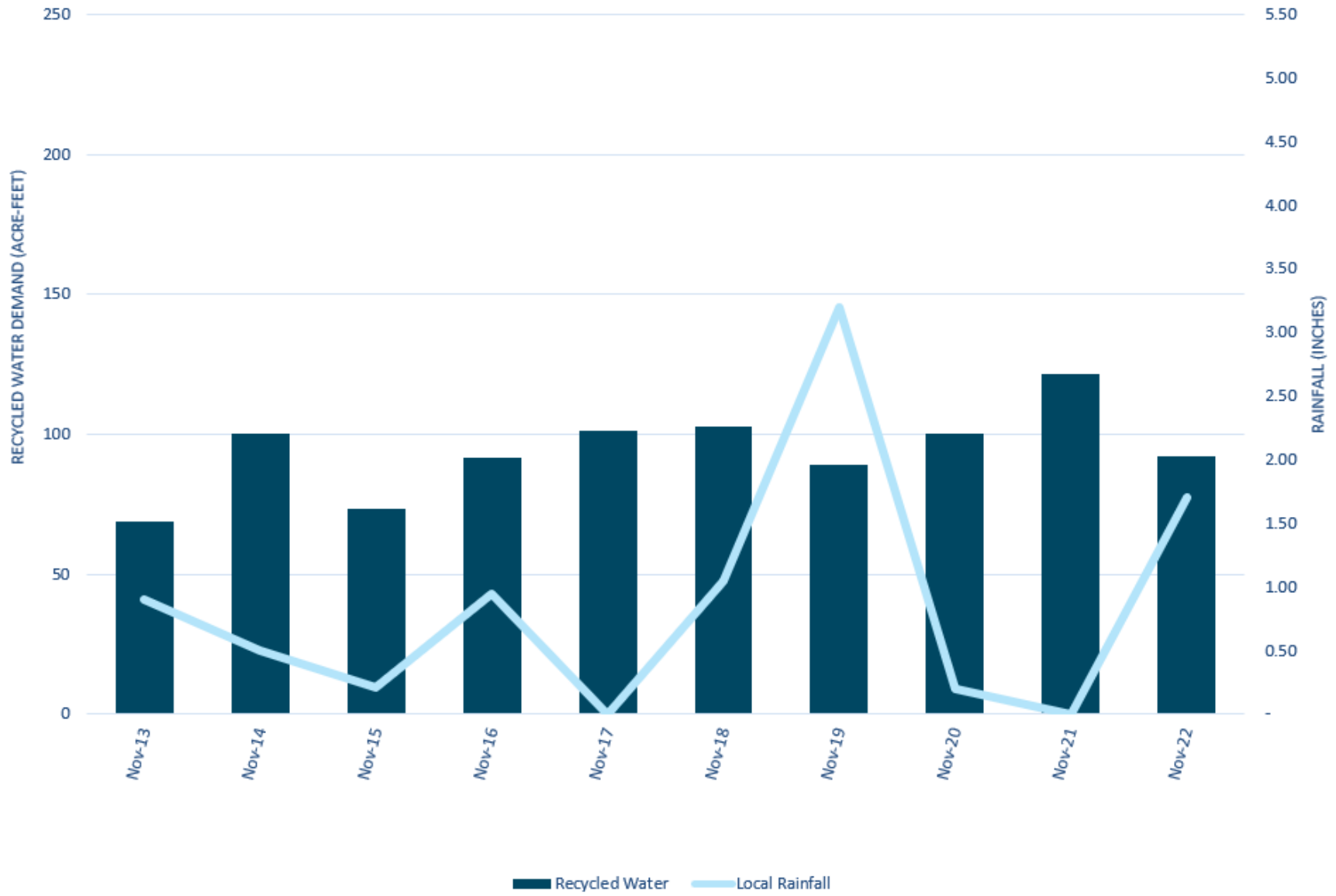
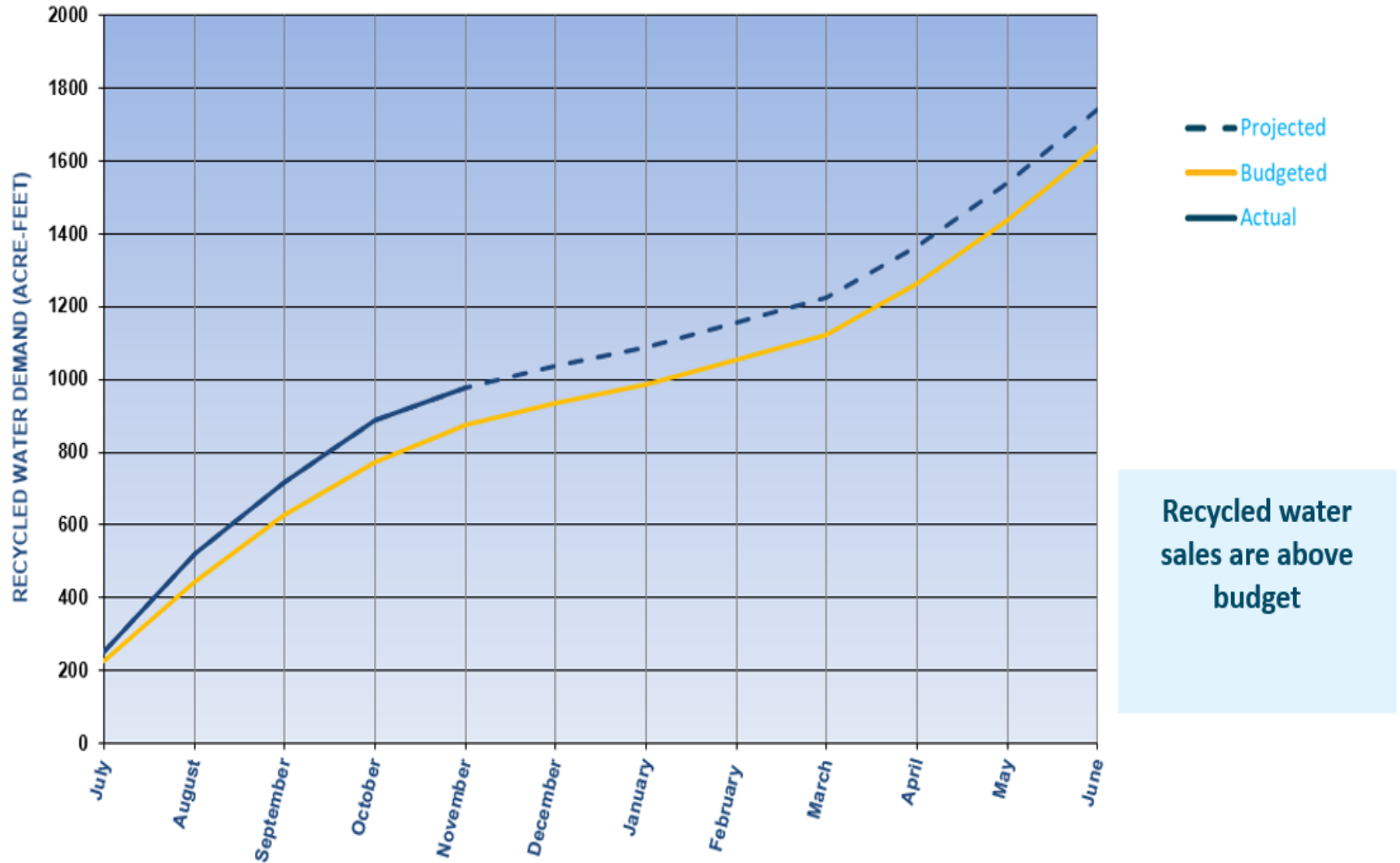


FIGURE 3: FY2022/23 CUMULATIVE DEMAND VS BUDGET



*

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

January 17, 2023

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: REPORTABLE MEETINGS

RECOMMENDATION

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

BACKGROUND

The General Manager or his designee may meet monthly with one or more Board Members in preparation for the Board Meeting.

DISCUSSION

The following meetings have taken place since the previous Board Meeting:

1. Meeting to review Board Meeting Agenda with Board Chair Hinze on December 12, 2022.

FINANCIAL IMPACT

Per the SEJPA Restatement Agreement, SEJPA pays the Board Member \$160 for each reportable meeting. These meetings are accounted for in our annual budget.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

January 17, 2023

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: 2023 ELECTION OF OFFICERS AND BOARD MEETING SCHEDULE

RECOMMENDATION

It is recommended that the Board of Directors:

1. Appoint Chairperson and Vice-Chairperson for the 2023 SEJPA Board of Directors;
2. Select regular meeting schedule for 2023; and
3. Discuss and take action as appropriate.

DISCUSSION

In accordance with Article 3 of the San Elijo Joint Powers Authority (SEJPA) formation agreement, the SEJPA Board is required to appoint a chairperson and vice-chairperson and establish the time and place for its regular meeting by the second meeting of each calendar year.

From member agency appointments at the end of calendar year 2022, the current slate of SEJPA officers are as follows:

Chair of the Board:	Council Member Hinze (Encinitas)
Vice Chair of the Board:	Deputy Mayor Zito (Solana Beach)
Board Member:	Mayor Kranz (Encinitas) – replacing Mayor Blakespear
Board Member:	Council Member Becker (Solana Beach)

Following past practice of rotating the Board officer positions, the slate of officers for calendar year 2023 is proposed as follows:

Chair of the Board:	Deputy Mayor Zito (Solana Beach)
Vice Chair of the Board:	Mayor Kranz (Encinitas)
Board Member:	Council Member Becker (Solana Beach)
Board Member:	Council Member Hinze (Encinitas)

However, the selection and approval of Board officer positions is at the discretion of the Board.

SEJPA's regular meeting schedule is generally set as 8:30 a.m. on the third Tuesday of each month, with one meeting off for summer break (typically alternating between July or August). In reviewing the 2023 city council meeting schedule for both member agencies, it appears that having no meeting in July would be most in line with their scheduled summer break. Also note, the meetings for November and December are proposed for the second Tuesday of the month to avoid potential conflicts with holiday breaks.

**PROPOSED
2023 BOARD MEETING DATES**

January 17
February 21
March 21
April 18
May 16
June 20
July – No Meeting
August 15
September 19
October 17
November 14*
December 12*

*Second Tuesday of the month

FINANCIAL IMPACT

There is no financial impact associated with this item.

It is therefore recommended that the Board of Directors:

1. Appoint Chairperson and Vice-Chairperson for the 2023 SEJPA Board of Directors;
2. Select regular meeting schedule for 2023; and
3. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

SAN ELIJO JOINT POWERS AUTHORITY
MEMORANDUM

January 17, 2023

TO: Board of Directors
San Elijo Joint Powers Authority

FROM: General Manager

SUBJECT: AWARD CONSTRUCTION CONTRACT, CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, AND ENGINEERING SERVICES DURING CONSTRUCTION FOR THE SAN ELIJO WATER CAMPUS – BIOSOLIDS DEWATERING FACILITIES IMPROVEMENTS PROJECT

RECOMMENDATION

It is recommended that the Board of Directors:

1. Authorize the General Manager to award construction of the Biosolids Dewatering Facilities Improvements Project to GSE Construction Company, Inc., in the lump sum amount of \$8,687,200;
2. Authorize the General Manager to amend the professional services agreement with Black & Veatch for engineering services during construction for the Biosolids Dewatering Facilities Improvements Project for an amount not to exceed \$298,180;
3. Authorize the General Manager to execute a professional services agreement with Valley CM for construction management and inspection services for the Biosolids Dewatering Facilities Improvements Project in an amount not to exceed \$946,558; and
4. Discuss and take action as appropriate.

BACKGROUND

The Biosolids Dewatering Facilities Improvements Project consists of two major components – (1) replacement of the aging biosolids dewatering equipment, polymer system, and biosolids handling systems, and rehabilitation of the dewatering building and ancillary systems and structures; (2) replacement of electrical backbone infrastructure including Main Switchboard No. 2 (MS-2) and electrical systems associated with the biosolids dewatering process. The San Elijo Water Campus’ biosolids dewatering system dewateres and loads the biosolids residuals from the anaerobic digestion process into trucks for transportation to beneficial reuse. The dewatering process and MS-2 were constructed in 1991. The process equipment is approaching the end of its useful life and the building is exhibiting extensive deterioration.

The electrical equipment is also reaching obsolescence, such that the original equipment manufacturer is no longer producing replacement parts. Reliance on salvaged or after-market parts makes maintenance increasingly costly and diminishes operational reliability.

The Biosolids Dewatering Facilities Improvements Project will rehabilitate the dewatering building, replace aging belt filter presses with more efficient centrifuges, replace the polymer storage and dosing system, rehabilitate the biosolids cake hopper, and replace MS-2 that serves the secondary processes and MCC-H which feeds and controls the dewatering systems. These improvements will restore reliability in this critical treatment process.

DISCUSSION

Staff advertised a request for bids (RFB) via PlanetBids on September 21, 2022, conducted a pre-bid meeting and site tour on November 8, 2022, and on December 15, 2022 received three (3) construction bids for the Biosolids Dewatering Facilities Improvements Project, as shown in the table below. The bids were reviewed by Staff, legal counsel, and the design engineer for responsiveness to bid requirements. The design engineer, Black and Veatch, conducted a bid evaluation as detailed in the attached memorandum. Staff checked the apparent low bidder's experience and qualifications information submitted with the bid. Discussions with five reference contacts confirmed that GSE has demonstrated requisite experience with mechanical dewatering systems and possesses the resources and capabilities to complete a project of this scale and complexity. Based on the lowest responsive and responsible bid, Staff recommends award of the project to GSE Construction Company, Inc.

Company	Bid Price*
GSE Construction Company, Inc.	\$8,687,200
J.R. Filanc Construction Company, Inc.	\$9,544,000
Kiewit Infrastructure West Company	\$11,950,000
<i>* All bid prices includes Optional Bid Schedule B in the amount of \$100,000 that provides allowance for additional asphalt paving and field orders at the Owner's direction.</i>	

The SEJPA will also require support from the engineer of record (Black & Veatch) during construction. The scope of work will include performing material and equipment submittal reviews, responding to request for information (RFI) related to design questions and resolving design conflicts, attending construction meetings, and issuing final record drawings. Staff recommends a contract amendment to the current Black & Veatch professional services contract for the performance of these tasks for an amount not to exceed \$298,180.

The SEJPA will also require construction management and inspection (CM&I) services during construction. Staff advertised a request for proposals (RFP) via PlanetBids on September 30, 2022 and received three responsive proposals on December 8, 2022. The three CM&I firms were invited to interview with staff on December 15, 2022. A selection panel consisting of four Staff reviewed the proposals and conducted interviews to support scoring the CM&I teams in accordance with the selection process defined in the RFP that included the following criteria: the strength of the project team members, the firm's experience and technical competence, the approach to the project, and overall firm qualifications and strength. The selection panel's aggregated scoring is represented in the table below. The level of effort, represented as full-time-equivalent (FTE), and staff billing rates were also evaluated with respect to the RFP scope of services, approach, and construction duration. All three firms proposed similar level of effort for the base scope over the anticipated 23-month construction period. Based on the proposals,

interviews, and conclusion of negotiations, Staff recommends award of the CM&I Services to Valley CM for a not-to-exceed fee of \$946,558. The Valley CM team demonstrated strong qualifications and experience, proposed an appropriate staffing plan (level of effort and resources), and is committing key personnel with the skillset and commitment most closely aligned with SEJPA's needs for this project.

CM&I Firm	Level of Effort ¹ (Full-Time Equivalent)	Effective Billing Rate ²	Fee Estimate ³	Selection Panel Score ⁵ (Max Score = 20)
CDM Smith	1.5	\$ 183 / hr	\$1,138,380	16
Dudek	1.7	\$ 149 / hr	\$995,000	14.75
Valley CM ⁴	1.4	\$ 171 / hr	\$946,558	17.5
Notes: <ol style="list-style-type: none"> 1. Full-Time Equivalent represents proposers staffing plan for "base scope" (excluding optional services) over the construction period. 2. Effective Billing Rate represents the average project cost based on proposed staffing plan. 3. Fee estimate is time and materials, with a not-to-exceed budget. 4. SEJPA negotiated with Valley CM, the Selection Panel's highest ranked firm, to refine Fee Estimate and level-of-effort including distribution of hours across their proposed staffing plan. Result was a fee reduction of approximately \$50,000 while maintaining an appropriate staffing level over the 23-month construction phase. 5. Selection Panel Scores are the average of four SEJPA staff scores against the RFP selection criteria. 				

SEJPA is also budgeting for costs projected for construction administration including in-house project management and clerical support to manage the contract(s), attend meetings, and provide technical oversight of the field work (e.g., maintaining plant operations during shutdowns, tie-ins, and cutovers) and engineering services. SEJPA is also budgeting for consultation with legal counsel for routine administrative processes and to advise on contract matters should they arise through the course of construction. A total of \$260,616 is recommended for Administrative and Legal costs, representing 3% of the construction cost.

FINANCIAL IMPACT

The lowest responsive construction bid for the project is \$8,687,200. The negotiated fee for engineering support during construction is \$298,180. The negotiated fee for construction management and inspection services is \$946,558. SEJPA is budgeting \$260,616 for internal construction administration and legal support. Staff also recommends including a contingency fund of \$1,019,255 (10% of construction phase costs) to address risk of unforeseen conditions encountered during construction and lingering supply chain issues. The estimated cost to complete, based on current information, is \$11.21 million.

Preliminary Treatment Upgrades Project – Estimated Cost to Complete

Project Element	Estimated Cost
Construction Contract (GSE)	\$ 8,687,200
Construction Management & Inspection (Valley CM)	\$ 946,558
Engineering Services During Construction (B&V)	\$ 298,180
Administration & Legal	\$ 260,616
SUBTOTAL	\$10,192,554
Contingency (10%)	\$ 1,019,255
TOTAL	\$11,211,809

SEJPA currently has \$11.3 million in funding in its wastewater capital program from previous cash contributions by wastewater participating agencies. The project schedule is 23 months and if additional funding is needed, it will be budgeted in future annual budgets.

It is recommended that the Board of Directors:

1. Authorize the General Manager to award construction of the Biosolids Dewatering Facilities Improvement Project to GSE Construction Company, Inc., for an amount not to exceed \$8,687,200;
2. Authorize the General Manager to amend the professional services agreement with Black & Veatch for engineering services during construction for the Biosolids Dewatering Facilities Improvements Project for an amount not to exceed \$298,180;
3. Authorize the General Manager to execute a professional services agreement with Valley CM for construction management and inspection services for the Biosolids Dewatering Facilities Improvements Project in an amount not to exceed \$946,558; and
4. Discuss and take action as appropriate.

Respectfully submitted,



Michael T. Thornton, P.E.
General Manager

Attachment 1: GSE Construction Company, Inc. – Bid Proposal, December 15, 2022

Attachment 2: Black & Veatch Corporation – Recommendation of Contract Award for the San Elijo Water Campus Biosolids Dewatering Facilities Improvement Project, January 9, 2023

Attachment 3: Black & Veatch Corporation – Proposal for Engineering Services during Construction, January 9, 2023

Attachment 4: Valley CM – Proposal for Construction Management and Inspection Services, Revised January 4, 2023

Attachment 1

SECTION 00400

BID PROPOSAL

**PROPOSAL TO THE SAN ELIJO JOINT POWERS AUTHORITY
FOR
SAN ELIJO WATER CAMPUS
BIOSOLIDS DEWATERING FACILITIES IMPROVEMENTS**

PROPOSAL SUBMITTED BY:

Name of Bidder GSE Construction Company Inc.
Business Address 7633 Southfront Rd. Ste. 160
Livermore, CA 94551

The undersigned Bidder proposes and agrees, if this Bid is accepted by the SEJPA, to enter into a contract with the SEJPA in the form of agreement included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents including all Addenda issued via Planet Bids, and also in accordance with Parts 2, 3, and 4 of the Standard Specifications for Public Works Construction (latest Edition); and the Regional Supplement Amendments for use in connection with the Standard Specifications for Public Works Construction (latest Edition); and in accordance with all other Contract Documents.

The undersigned Bidder accepts all of the terms and conditions of the Notice Inviting Bids and Instructions to Bidders, including without limitation those dealing with the disposition of the Bid Security. This Bid, as presented herein, is irrevocable, and may not be withdrawn for a period of seventy-five (75) days after the day of Bid opening, except in accordance with the withdrawal provisions in the Instructions to Bidders or unless otherwise required by law. Bidder will sign and deliver the required number of Agreement counterparts within fourteen (14) calendar days after receipt of the Agreement signed in counterparts by SEJPA, and will furnish the insurance certificates, Bid Security, Payment Bond, and Performance Bond in the time and manner required by the Contract Documents.

The undersigned Bidder agrees that if this Proposal is accepted and the undersigned fails to sign and deliver the Agreement in counterparts as aforesaid and to give a faithful Performance Bond and a Payment Bond as required by the Contract Documents and by California law with a surety satisfactory to SEJPA, and the required insurance certificates, within fourteen (14) days after the undersigned has received notice of the award of the Contract from the SEJPA and that the Contract is ready for signature, the SEJPA may, at its option, determine that the Bidder has abandoned the Contract, and thereupon this Proposal and the acceptance thereof shall be null and void, and the

forfeiture of the security accompanying this Proposal shall operate and the same shall become the property of SEJPA.

By signing this proposal on the signature portion hereof, the undersigned, as Bidder, under penalty of perjury deposes and says: that the Bidder listed herein is licensed to perform Work in the State of California according to the Contractor's State License Law and that the license number and expiration date specified herein are true and in accordance with Business and Profession Code sections 7028.15(e) and 7026.1. Any Bid not containing this information, or Bid containing information which is subsequently proven false, shall be considered non-responsive and shall be rejected.

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

By signing this proposal on the signature portion hereof, the undersigned, as Bidder, certifies that (a) its Total Bid Price includes sufficient funds to allow Contractor to comply with all applicable laws or regulations governing the labor or services to be provided under the Contract, and (b) it is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of the Contract if it is awarded to this Bidder.

By signing this proposal on the signature portion hereof, the undersigned, as Bidder, certifies that at the time of this bid Bidder does not engage in investment activities in Iran as described in Section 2202.5(a) of the Public Contract Code, and is not identified on a list created by the Department of General Services as a person engaging in investment activities in Iran as described in Section 2202.5(a).

By submitting this bid, the undersigned Bidder attests that

Eric Hake,
(Name/Title)

as a responsible party with authority to represent the Contractor, visited the San Elijo Water Campus on 11/08/2022,
(Dates)

and conducted sufficient due diligence and reconnaissance to fully understand the scope of the Project, the conditions of the SEWC facilities, and site constraints.

The Bidder's execution of the signature portion of this proposal shall also constitute an endorsement and execution of those representations, certifications, and attachments, which are hereby incorporated as a part of the bid proposal.

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

DESIGNATION OF SUBCONTRACTORS

The Bidder shall completely fill out the list below with the name and information of each subcontractor who will perform Work under this contract in excess of one-half of one percent (0.5%) of the Bidder's total bid price, and shall also list the portion of the Work which will be done by each such subcontractor. After the opening of proposals, no changes or substitutions will be allowed except as otherwise provided by law.

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

If no Subcontractors are to be employed on the Project, enter the word "None."

Description of Work to be Performed	Percent of Total Contract	Subcontractor's Name, Address & Contractor's License #	Subcontractor's Public Works Registration #
Electrical & Instrumentation	30.7%	Southern Contracting Company 559 N. Twin Oaks Rd. San Marcos, CA 92069 License # 222252	1000002172
Coatings	4.5%	F.D. Thomas Inc. 200 Harris Ave. Sacramento, CA 95838 License# 610403	1000000093
HVAC	2.6%	Anderson Air Conditioning LP 2100 E. Walnut Ave. Fullerton, CA 92831 License# 1075333	1000765095

Note: Bidder must completely fill out this form and include it with the Bid, except that Bidder may provide the Percent of Total Contract information to SEJPA within no more than twenty four (24) hours after the bid date and time. Attach additional sheets if required.

GENERAL INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish the following information. Failure to comply with this requirement may render the Proposal non-responsive and may cause its rejection. Additional sheets shall be attached as required. Successful Bidder shall provide additional information upon request no later than ten (10) days after SEJPA's request, unless SEJPA specifies a different time frame.

Bidder's name, address, and telephone number: GSE Construction Company Inc.
7633 Southfront Rd. Ste. 160, Livermore, CA 94551 (925) 447- 0292

Contractor's license: Primary classification: A, B, C16, C36, C61/D21
State License No.: 401498 Expiration date: 03/31/2023
Supplemental classifications held, if any: N/A

Number of years as a contractor in construction work of this type (min of 10 years): 42

List four (4) projects completed as of recent date involving work of similar type and complexity that include, at a minimum, installation of centrifuge units and a temporary

Contractor Information

Registration History

Legal Entity Name

F.D. THOMAS, INC.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000000093

Registration effective date

7/1/2020

Registration expiration date

6/30/2023

Mailing Address

PO BOX 4663 MEDFORD 97501 OR United State...

Physical Address

200 HARRIS AVE SACRAMENTO 95838 CA Unite...

Email Address
Trade Name/DBA

F.D. THOMAS, INC.

License Number(s)

CSLB:610403

CSLB:610403

Effective Date	Expiration Date
6/18/2018	6/30/2019
5/30/2017	6/30/2018
6/9/2016	6/30/2017
6/5/2015	6/30/2016
7/2/2014	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2023

Legal Entity Information

Corporation Number:

C1672718

Federal Employment Identification Number:
President Name:

F DAN THOMAS

Vice President Name:

F DAN THOMAS

Treasurer Name:

F DAN THOMAS

Secretary Name:

F DAN THOMAS

CEO Name:

F DAN THOMAS

Agent of Service Name:

CT CORPORATION

Agent of Service Mailing Address:

818 WEST 7TH STREET LOS ANGELES 90017 CA United States of America

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current workers compensation insurance information below:

PEO InformationName	PEO Phone	PEO Email
---------------------	-----------	-----------

Insured by Carrier

Policy Holder Name:F.D. THOMAS, INC.**Insurance Carrier:** ACE American Insurance Company**Policy Number:**WLRC48135298**Inception date:** 6/1/2020**Expiration Date:**6/1/2021

Contractor Information

Legal Entity Name
Anderson Air Conditioning LP

Legal Entity Type
LLP LP

Status
Active

Registration Number
PW-LR-1000765095

Registration effective date
6/7/2021

Registration expiration date
6/30/2023

Mailing Address
2100 E Walnut Ave Fullerton 92831 CA United St...

Physical Address
2100 E Walnut Ave Fullerton 92831 CA United St...

Email Address

Trade Name/DBA
HVAC

License Number(s)
CSLB:1075333

Registration History

Effective Date	Expiration Date
6/7/2021	6/30/2023

Legal Entity Information

General Partners Name: Entity Type:

Workers Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current workers compensation insurance information below:

PEO InformationName	PEO Phone	PEO Email
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Insured by Carrier

Policy Holder Name:Anderson Air Conditioning, LP**Insurance Carrier:** Old Republic Insurance Company**Policy Number:**MWC312170**Inception date:**3/1/2021
Expiration Date:3/1/2022

Contractor Information

Registration History

Legal Entity Name
SOUTHERN CONTRACTING COMPANY

Legal Entity Type
Corporation

Status
Active

Registration Number
1000002172

Registration effective date
7/1/2022

Registration expiration date
6/30/2025

Mailing Address
559 N. TWIN OAKS VALLEY RD SAN MARCOS 92069 C...

Physical Address
559 N. TWIN OAKS VALLEY RD. SAN MARCOS 92069 C...

Email Address

Trade Name/DBA

License Number(s)
CSLB:222252

Effective Date	Expiration Date
5/1/2018	6/30/2019
5/8/2017	6/30/2018
5/25/2016	6/30/2017
6/4/2015	6/30/2016
10/23/2014	6/30/2015
7/1/2019	6/30/2022
7/1/2022	6/30/2025

Legal Entity Information

Corporation Number:

Federal Employment Identification Number:

President Name:
Philip Waterman

Vice President Name:
Richard McBride

Treasurer Name:

Secretary Name:

CEO Name:
Timothy R. McBride

Agent of Service Name:
Timothy R. McBride

Agent of Service Mailing Address:
2616 Sunset Hills Escondido 92025 CA United States of America

Workers Compensation

Do you lease employees through Professional No

Employer Organization

(PEO)?:

**Please provide your
current workers
compensation insurance
information below:**

	PEO	PEO	PEO
PEO InformationName		Phone	Email

Insured by Carrier

Policy Holder Name:SOUTHERN CONTRACTING COMPANY**Insurance Carrier:**
THE HARTFORD**Policy Number:**72WEAZR3341**Inception date:**10/1/2021**Expiration Date:**
9/30/2022

biosolids dewatering system. Failure to identify verifiable similar experience will render the bid non-responsive and subject to rejection. Attach additional sheets if required.

Project	Owner	Contract Price	Name, Address and Telephone Number of Project Owner	
739 Bakersfield Bailey Sewer Lift Station Replacement	City of Bakersfield	\$1,117,900	Navdip Grewal (661) 326- 3361	H St. and 32nd St Bakersfield, CA 93301
730 Santa Rosa Water Reclamation Facility Rehabilitation	Santa Rosa Regional Resources Authority	\$28,794,884	Robert Avera (951) 296- 6982	26266 Washington Ave Murrieta, CA 92562
699 Anaerobic Digester No. 4 and FOG Receiving Facility Project	Dublin San Ramon Service District	\$8,488,162	Steve Delight (925) 875- 2254	7399 Johnson Drive Pleasanton, CA 94588
597 Plant Stage 5 Phase 1 Dewatering	Los Angeles County Sanitation District	\$4,069,506	Kevin Kim (562)908 - 4288 ext. 6806	1955 Workman Mill Rd Whittier, CA 90601

Name of person who inspected site of proposed Work for your firm for this Bid:

Name: Eric Hake Date of Inspection: 11/08/2022

Name, address, and telephone number of the Surety Company and agent who will provide the required bonds on this Contract: Fidelity and Deposit Company of Maryland
525 Market Street, Ste 2900, San Francisco, CA 94105; (415) 538-7363

*Agent: Matranga Bonds & Insurance Services, P. O. Box 428, Roseville, CA 95661, (916) 474-4227
INSURANCE INFORMATION:

Workers Compensation: Insurance Agency: Travelers Property Casualty Company of America
Phone Number: 860- 277- 0111
Contact Name: Laurie Huck

General Liability Insurance: Insurance Agency: Travelers Indemnity Company of Connecticut
Phone Number: 860-277-0111
Contact Name: Laurie Huck

Auto Liability Insurance: Insurance Agency: Travelers Indemnity Company of Connecticut
Phone Number: 860-277-0111
Contact Name: Laurie Huck

Successful Bidder to submit the experience resume of the person who will be designated chief construction superintendent. *Add Jeff's resume

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



Jeff Burnach

Years of Experience

33 years

Registrations, Trainings, Certifications

- Basic-Qualified Rigger Training/Awareness
- Confined Space Awareness/Competent Person
- CPR and First Aid
- Crane Safety Awareness
- Excavation & Trenching Awareness/Competent Person
- Fall Protection
- Hazard Communication
- Lock/Tag Out
- OSHA 30-Hour Construction
- Personal Fall Arrest System Training
- Scaffolding Awareness/Competent Person

Senior Superintendent

Jeff has been a General Superintendent for over 31 years and has extensive knowledge of Field Operations. This includes meeting with Supervisory Personnel, Owners, Subcontractors, or Design Professionals to discuss the project, interpreting and carrying out plans and contract terms, directing and supervising Field Personnel, reviewing processing schedules or production orders for inventory and budgetary limitations, and direct activities concerned with construction or maintenance of structures, facilities, or systems.

Project Experience

Los Banos WWTP New Headworks Project | City of Los Banos | Los Banos, CA | \$6,035,832 | Superintendent

EMWD Reach 4 Recycled Water Booster Station Upgrade | Eastern Municipal Water District | Menifee, CA | \$2,975,437 | Superintendent

Santa Rosa Water Reclamation Facility Rehabilitation | Santa Rosa Regional Resources Authority | Murrieta, CA | \$28,784,884 | Superintendent

EMWD - MV /SJV/TV RWRP Blower Electrification Project | Eastern Municipal Water District | Moreno Valley, CA | \$8,117,712 | Superintendent

EMWD TVRWRF Interim Storm Flow Control Measures | Eastern Municipal Water District | Temecula, CA | \$509,500 | Superintendent

Jurupa Regional Lift Station Upgrades | Jurupa Community Services District | Riverside, CA | \$5,530,741 | Superintendent

Fallbrook Headworks Cover Replacement | Fallbrook Public Utility District | Fallbrook, CA | \$149,800 | Superintendent

Oceanside San Luis Rey Water Reclamation Facility | City of Oceanside | Oceanside, CA | \$398,165 | Superintendent

IRWD MWRP Primary Clarifiers 1-5 Covers | Irvine Ranch Water District | Irvine, CA | \$1,090,922 | Superintendent

Colton Prado Booster Station Upgrade | City of Colton | Colton, CA | \$1,130,626 | Superintendent

Poway Lester J. Bergund Water Treatment Plant Clearwell Bypass Project | City of Poway | Poway, CA | \$7,289,354 | Superintendent

Ramona Santa Maria WRP Headworks & Influent Pump Station | Ramona Municipal Water District | Ramona, CA | \$6,855,537 | Superintendent

Sunflower Pump Replacement at Plant No. 1 | Orange County Sanitation District | Fountain Valley, CA | \$2,123,200 | Superintendent

VCMWD Orchard Run Lift Station Project | Valley Center Municipal Water District | Valley Center, CA | \$3,247,500 | Superintendent





C O N S T R U C T I O N

**CDM Horsethief Canyon Water Reclamation Facility | CDM Constructors Inc | Corona, CA | \$7,297,800 |
Superintendent**

**Oceanside Pilgrim Creek Sewer Lift Station Improvements No. 909145916722 | City of Oceanside |
Oceanside, CA | \$2,342,000 | Superintendent**



BID SCHEDULE A

Performance of all Work indicated in the Specifications categorized as follows:

Bid Item (See Section 01025, Measurement and Payment for description of bid items)	Quantity	Unit	Unit Price	Bid Item Price
1. Mobilization and demobilization	1	LS	NA	\$ 400,000
2. Sheeting, shoring, bracing, or equivalent method	1	LS	NA	\$ 1,000
3. Construction as shown on the Plans and described within the Specifications except for Bid Items 1, 2, and 4 which are priced separately in this Bid Schedule	1	LS	NA	\$8,111,200
4. Allowance for repair of existing Cake Storage Hopper	1	LS	NA	\$ 75,000

Bid Schedule Total \$ 8,587,200

BASE BID (SCHEDULE A)

Bidder will complete the Work of the Bid Schedule A for the following lump sum price:

\$ 8,587,200

(Lump Sum Price in Figures)

eight million five hundred eighty seven thousand two hundred

(Lump Sum Price in Words)

BID SCHEDULE B (OPTIONAL BID ITEMS – NOT PART OF LOW BIDDER DETERMINATION)

Performance of all Work indicated in the Specifications categorized as follows:

Bid Item (See Section 01025, Measurement and Payment for description of bid items)	Quantity	Unit	Unit Price	Bid Item Price
1. Allowance for Additional Asphalt Repair as Directed by Owner	<u>2,500</u>	Square Foot	\$ <u>20.00</u>	\$50,000
2. Field Order Allowance as Directed by Owner	1	LS	NA	\$50,000

Bid Schedule Total \$ 100,000

OPTIONAL BID ITEMS (SCHEDULE B)

Bidder will complete the Work of the Bid Schedule B for the following Optiona Bid Items (Not part of the low bidder determination) lump sum price:

\$ 100,000
(Lump Sum Price in Figures)


One hundred thousand dollars
(Lump Sum Price in Words)

END OF BID SCHEDULE

BIDDER'S SIGNATURE CERTIFICATE

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

BIDDER: GSE Construction Company Inc.
(Legal Name of Bidder)

by: 
(Signature) Steve Mazza
Chief Operating Officer
(Title)

Dated: December 14, 2022, at Lathrop, CA

Business Address: 7633 Southfront Rd. Ste. 160
Livermore, CA 94551

Telephone: (925) 447- 0292

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

END OF BIDDER'S SIGNATURE CERTIFICATE

SECTION 00430

BID PROPOSAL SUPPLEMENTS

The following bid proposal supplements shall be completed and submitted with the bid proposal:

- Bid Security. Each Bid must be accompanied by Bid Security in the form of a certified or cashier's check or a Bid Bond made payable to the SEJPA in the amount specified in the Bid Bond that follows herein, and must be in the form included in these Bidding Documents.

Failure to properly complete bid proposal supplements may result in the rejection of the bid as being non-responsive, in SEJPA's sole discretion.

BOND NO. 975GS551

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we GSE Construction Company, Inc.
Fidelity and Deposit Company of Maryland, as PRINCIPAL, and
Fidelity and Deposit Company of Maryland, as SURETY, are held and firmly bound unto the San Elijo Joint Powers Authority, 2695 Manchester Avenue, Cardiff-by-the-Sea, CA 92007, a political subdivision of the State of California, hereinafter called the OWNER, in the penal sum of Ten Percent (10%) of the Total Bid Amount, which amount equals TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID submitted by the Principal above named for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the SURETY hereunder exceed the sum of Ten Percent of the Total Bid Amount Dollars (\$ 10%).

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the PRINCIPAL has submitted the above-mentioned bid to the OWNER for certain construction specifically described as follows, for which bids are to be received on Thursday, November 18, 2022, or at a later date as may be established by OWNER in its sole discretion, for

SAN ELIJO WATER CAMPUS

BIOSOLIDS DEWATERING FACILITIES IMPROVEMENTS

NOW THEREFORE, if the aforesaid PRINCIPAL shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefor, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the OWNER, in the prescribed form, in accordance with the bid as accepted, and file the two bonds with the OWNER, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

In the event suit is brought upon this bond by the OWNER and judgment is recovered, the SURETY shall pay all costs incurred by the OWNER in such suit, including a reasonable attorney's fee to be fixed by the court.

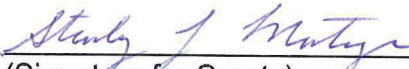
IN WITNESS WHEREOF, We have hereunto set our hands and seals on this
5th day of December, 2022 .A.D.

GSE Construction Company, Inc.
Principal


(Signature for Principal) C.O.O.
Title

Steve Mazza; Chief Operating Officer
(Print Name and Title of Signer)

Fidelity and Deposit Company of Maryland
Surety


(Signature for Surety) Title

Stanley J. Matranga, Attorney-In-Fact
(Print Name and Title of Signer)

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

- NOTE:
(a) Signature of those executing for Surety must be properly acknowledged.
(b) The Attorney-in-fact must attach a certified copy of the Power of Attorney.

CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

NOTE:

- (a) Signature of those executing for Surety must be properly acknowledged.
- (b) The Attorney-in-fact must attach a certified copy of the Power of Attorney.

END OF BID BOND

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

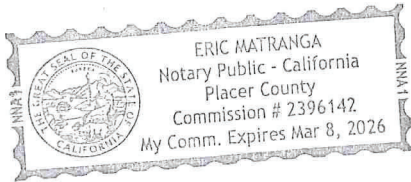
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Placer)

On December 5, 2022 before me, Eric Matranga, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Stanley J. Matranga
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Eric Matranga*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Stanley J. MATRANGA and Eric V. MATRANGA, both of Granite Bay, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 13th day of August, A.D. 2019.



**ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 13th day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of December, 2022.



Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

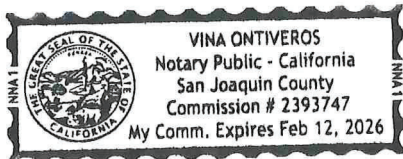
State of California)
County of San Joaquin)

On December 6, 2022 before me, Vina Ontiveros-Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Steve Mazza
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Vina Ontiveros
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

SECTION 00450

REPRESENTATIONS AND CERTIFICATIONS

The Bidder's execution of the signature portion of the following representations and certifications shall constitute an endorsement and execution of those representations and certifications, which are hereby incorporated as part of the bid proposal. The following bid proposal supplements shall be completed and submitted with the bid proposal:

- NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
- BIDDER'S CERTIFICATION REGARDING TOTAL BID AMOUNT AND INDEMNIFICATION FOR LIABILITIES AND PENALTIES FOR VIOLATIONS OF LABOR CODE SECTION 2810
- IMMIGRATION REFORM AND CONTROL ACT OF 1986 (8 U.S.C. § 1324) COMPLIANCE CERTIFICATION
- SAFETY CERTIFICATION

Failure to properly complete and submit these representations and certifications may result in the rejection of the bid as non-responsive, in SEJPA's sole discretion.

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID


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

I, Steve Mazza, declare that I am Chief Operating Officer
(Name) (Title)

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

Executed on December 14, 20 22, in Lathrop, CA.

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



(Signature of Declarant) Steve Mazza/C.O.O

END OF NONCOLLUSION DECLARATION

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

In signing below, Bidder certifies that its total bid amount requests sufficient funds to allow Bidder to comply with all applicable laws or regulations governing the goods and services to be provided under the Contract. Furthermore, Bidder hereby agrees to indemnify SEJPA, its member cities and agencies, and the officers, directors and employees of any of them, from and against any losses, liabilities, costs, damages and penalties, including without limitation attorney's fees, arising out of any violations of Labor Code Section 2810.

BIDDER: GSE Construction Company Inc.
(Legal Name of Bidder)

by:  Steve Mazza/ C.O.O
(Signature) (Title)

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

IMMIGRATION REFORM AND CONTROL ACT OF 1986 (8 U.S.C. § 1324)
COMPLIANCE CERTIFICATION

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

Furthermore, as a condition of submitting a bid for the Project, bidders are required to verify whether or not they have been fined or otherwise penalized within the past three (3) years for failing to obtain and/or maintain valid Employment Eligibility ("I-9") forms for employees pursuant to the Immigration Reform and Control Act of 1986 (the "Act"). The bidder shall check the appropriate box below, sign and date this page, and submit it to the San Elijo Joint Powers Authority ("SEJPA") as part of his or her bid package.

Failure to properly submit this completed form may result in the rejection of the bid as non-responsive, in the SEJPA's sole discretion. In the event a bidder has been fined or otherwise penalized within the past three (3) years, the SEJPA reserves the right, in its sole discretion, to reject the bid based on a determination that the bidder is non-responsible. In the event the SEJPA awards a contract to a bidder and subsequently discovers that the bidder was fined or otherwise penalized for failing to obtain and/or maintain valid I-9 forms within the past three (3) years and failed to disclose such information, the SEJPA shall have the right, in its sole discretion, to immediately terminate the Contract and award the bid to the next lowest bidder, or re-bid the Project. The SEJPA reserves the right to recover from the bidder any costs and/or damages sustained by the SEJPA as the result of having to terminate the bidder from the Project and/or re-award the Contract due to the bidder's failure to disclose previous I-9 violations.

ALL BIDDERS MUST CHECK ONE OF THE BOXES BELOW AND SIGN:

- Within the past three (3) years, bidder HAS been fined or otherwise penalized for failing to obtain and/or maintain valid I-9 forms for its employees. If this box is checked, please provide a description of any such fines or penalties. Attach additional sheets if required.
- Within the past three (3) years, bidder HAS NOT been fined or otherwise penalized for failing to obtain and/or maintain valid I-9 forms for its employees.


Bidder's Signature Steve Mazza/C.O.O

GSE Construction Company Inc.
Company

12/14/2022
Date

END OF IMMIGRATION REFORM AND CONTROL ACT OF 1986 (8 U.S.C. § 1324)
COMPLIANCE CERTIFICATION

SAFETY CERTIFICATION

As a condition of submitting a bid for the Project, bidders are required to supply historical safety data, as specified below, and agree to follow the SEJPA's Safety Program where it is more stringent than the Contractor's own Safety Program. The bidder shall check the appropriate boxes below, sign and date this page, and submit it to the San Elijo Joint Powers Authority (SEJPA) as part of his or her bid package. Failure to properly submit this completed form may result in the rejection of the bid as non-responsive, in the SEJPA's sole discretion.

In the event a bidder has been fined or otherwise penalized for safety violations within the past three (3) years, the SEJPA reserves the right, in its sole discretion, to reject the bid if it determines the bidder is non-responsible. Bidder shall submit additional documentation explaining any answer below. In the event the SEJPA awards a contract to a bidder and subsequently discovers that the bidder failed to disclose applicable safety information, the SEJPA shall have the right, in its sole discretion, to immediately terminate the contract and award the bid to the next lowest bidder, or re-bid the Project.

The SEJPA reserves the right to recover from the bidder any costs and/or damages sustained by the SEJPA as the result of having to terminate the bidder from the Project and/or re-award the contract due to the bidder's failure to disclose previous safety violations.

ALL BIDDERS MUST CHECK THE FOLLOWING BOX:

- I have received, read, and understand the Contractor Safety Policy and Procedures document supplied on the SEJPA Planet Bids web portal; I agree to comply with all SEJPA, local, state and federal safety requirements; I will share this information with all visitors, Contractors, Subcontractors, and other people brought onto the SEJPA premises under my authority; and I will be responsible for the compliance of all visitors, Contractors, Subcontractors, and other people brought onto the SEJPA premises under my authority and agree to hold harmless San Elijo Joint Powers Authority, its employees or agents for any injury or damage resulting from non-compliance with SEJPA, State or Federal safety requirements.

ALL BIDDERS MUST CHECK THE APPROPRIATE BOX:

YES NO

- Within the past three (3) years, has the bidder been fined or otherwise penalized by Cal/OSHA?

ALL BIDDERS MUST SIGN AND DATE THE FOLLOWING, CERTIFYING THAT THE ABOVE INFORMATION IS COMPLETE AND ACCURATE:


Bidder's Signature Steve Mazza/C.O.O

GSE Construction Company Inc.
Company

12/14/2022
Date

END OF SAFETY CERTIFICATION

G.S.E. Construction Company, Inc.

CORPORATE RESOLUTION

The undersigned, constituting all of the directors of G.S.E. Construction Company, Inc., hereby adopt the recitals and resolutions as shown below. This action is taken in accordance with the provisions of Section 307(b) of the California General Corporation Law, which authorized the Board of Directors to take any action without a meeting may be taken at any annual or special meeting if the board consents in writing to the action. The effective date of the actions taken by this unanimous written consent is January 7, 2020

WHEREAS, construction contracts and proposals are executed only by authorized agents of the corporation.

RESOLVED, that the directors reaffirm that the following persons, with titles as designated, are authorized to perform the roles and responsibilities on behalf of G.S.E. Construction Company, Inc.

NAME	TITLE
Dennis Gutierrez	President
Steve Mazza	Chief Operating Officer (COO)
Nate Jones	Vice President
Richard Harte	Vice President
Iris Villasenor Sosa	Secretary

CERTIFICATION OF SECRETARY

I certify that:

I am duly qualified and acting as Secretary of G.S.E. Construction Company, Inc., a licensed California Corporation.

The foregoing is a true copy of a resolution duly adopted by the board of Directors of the corporation at a special meeting duly held on January 6, 2020 and entered in the minutes of such meeting in the minute book of the corporation.

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repeated, and is now in full force and effect.

Dated: January 7, 2020


Iris Sosa, Secretary



CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 401498

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 8/16/2021 2:44:02 PM

Business Information

G S E CONSTRUCTION COMPANY INC
7633 SOUTHFRONT RD STE 160
LIVERMORE, CA 94551
Business Phone Number:(925) 447-0292

Entity Corporation
Issue Date 03/18/1981
Expire Date 03/31/2023

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ A - GENERAL ENGINEERING
- ▶ C36 - PLUMBING
- ▶ B - GENERAL BUILDING
- ▶ C16 - FIRE PROTECTION
- ▶ C-61 / D21 - MACHINERY AND PUMPS

Certifications

- ▶ HAZ - HAZARDOUS SUBSTANCES REMOVAL

Bonding Information



Contractor Information

Legal Entity Name

GSE CONSTRUCTION COMPANY INC.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000000077

Registration effective date

07/01/21

Registration expiration date

06/30/24

Mailing Address

7633 Southfront Road, Suite 160 LIVERMORE 94551 CA United States of America

Physical Address

7633 Southfront Road, Suite 160 LIVERMORE 94551 CA United States of America

Email Address

dgutierrez@gseconstruction.com

Trade Name/DBA

License Number (s)

CSLB:401498

CSLB:401498

Registration History

Effective Date	Expiration Date
06/13/18	06/30/19
05/08/17	06/30/18
06/07/16	06/30/17
06/16/15	06/30/16
07/02/14	06/30/15
07/01/19	06/30/20
07/01/20	06/30/21
07/01/21	06/30/24

Legal Entity Information

Corporation Entity Number:

C0985828

Federal Employment Identification Number:

942667247

Agency for Service:

Agent of Service Name:

GSE Construction Co., Inc.

Agent of Service Mailing Address:

7633 Southfront Road, Suite 160 Livermore 94551 CA United States of America

President Name:

Dennis Gutierrez

Vice President Name:

Nate Jones & Richard Harte

Treasurer Name:

Secretary Name:

Iris Sosa

CEO Name:

Steve Mazza, COO

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?:

No

Please provide your current worker's compensation insurance information below:

PEO	PEO	PEO
PEO InformationName	Phone	Email

Insured by Carrier

Policy Holder Name:

GSE CONSTRUCTION COMPANY, INC.

Insurance Carrier:

The Travelers Indemnity Company of Connecticut

Policy Number:

DT22-CO-3R384155-TCT-21

Inception date:

10/01/21

Expiration Date:

10/01/22

Attachment 2



300 RANCHEROS DRIVE
SUIITE 250
SAN MARCOS, CA 92069
USA
+1 760.621.8600 P
+1 760.621.8602 F

January 9, 2023

San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff by the Sea, CA 92007

Subject: Biosolids Dewatering Facilities Improvement Project Bid Evaluation

Attention: Tom Falk, P.E.

The Biosolids Dewatering Facilities Improvements (Project) at the San Elijo Water Campus will replace the existing biosolids dewatering belt presses with centrifuges and replace ancillary systems, rehabilitate the dewatering building, and replace obsolete main switchgear, MS2. San Elijo Joint Powers Authority (SEJPA) advertised for bids on September 21, 2022 and a mandatory pre-bid meeting was held on November 8, 2022. Ten (10) addenda were issued over the 3-month bid period that responded to bidder questions, provided clarifications, and amended key contract terms to address risk associated with current market conditions and supply chain constraints. Three (3) bids were received electronically via PlanetBids on December 15, 2022. The apparent low bid was received at \$8,587,200 which is approximately 5% greater than the Engineer's Opinion of Probable Construction Costs (OPCC).

Bids Received

Three (3) bids were received for the Biosolids Project, from the following contractors (listed alphabetically): GSE Construction Company (GSE); J.R. Filanc Construction Company, Inc. (Filanc); and Kiewit Infrastructure West Co. (Kiewit).

Representatives from each of the three bidders attended the November 8, 2022, mandatory pre-bid meeting. The bids were reviewed to verify responsiveness to the minimum requirements found in the Information for Bidders (IFB) – Submissions of Bids, as summarized in Table 1.

Table 1 - Bid Evaluation Summary

Bid Submittal Package Required Forms	GSE	Filanc	Kiewit
Attended Mandatory Pre-Bid Meeting on November 8, 2022	Yes	Yes	Yes
Bid Form - Received (Yes/No)			
Bid Proposal (as to form)	Yes	Yes*(1)	Yes
Representations and Certifications	Yes	Yes	Yes
Project References	Yes*(2)	Yes	Yes
Acknowledgement of Addenda	Yes	Yes	Yes
Additional Forms - Received (Yes/No)			
Bidder's Bond or Alternate Security	Yes	Yes	Yes
Noncollusion Declaration	Yes	Yes	Yes
Certification of bid amount and indemnification for liabilities and penalties for violations of labor code section 2810	Yes	Yes	Yes
Immigration compliance certification	Yes	Yes	Yes



Safety certification	Yes	Yes*(3)	Yes*(3)
Bid Schedule – Values as Submitted			
Bid Item 1 (LS): Mobilization and demobilization	\$400,000	\$470,000	\$500,000
Bid Item 2 (LS): Sheeting, shoring, bracing, or equivalent method	\$1,000	\$11,000	\$25,000
Bid Item 3 (LS): Construction as shown on the Plans and described within the Specifications except for Bid Items 1, 2, and 4 which are priced separately in this Bid Schedule	\$8,111,200	\$8,888,000	\$11,250,000
Bid Item 4 (LS): Allowance for repair of existing Cake Storage Hopper	\$75,000	\$75,000	\$75,000
Total Tabulated Bid Value (Schedule A)	\$8,587,200	\$9,444,000	\$11,850,000
Optional Bid Item 1 (SF): Allowance for Additional Asphalt Repair as Directed by Owner	\$50,000 (2,500 SF @\$20)	\$50,000 (1,000 SF @\$50)	\$50,000 (1,000 SF @\$50)
Optional Bid Item 2 (SF): Field Order Allowance as Directed by Owner	\$50,000	\$50,000	\$50,000
Optional Bid Schedule Value (Schedule B)	\$100,000	\$100,000	\$100,000
TOTAL TABULATED BID ALL SCHEDULES (A&B)	\$8,687,200	\$9,544,000	\$11,950,000
*(1,2,3) See explanation below.			

Explanation of Bid Anomalies or Irregularities

1. Did not provide the percent of total contract value for each subcontractor listed. Contract allows bidder to submit this information to SEJPA within 24 hours of bid date and time. May not be material.
2. Two of four project references are smaller than submitted bid value (\$1.1M and \$4.1M). SEJPA Staff conducted reference checks.
3. Bidder disclosed receiving a fine or penalty by Cal/OSHA within the past three (3) years. Filanc did not provide description of violations. Kiewit provided a summary list of violations (See Pg 28 of 35).

Summary

The three bids received on December 15, 2022, were reviewed as summarized above. The base bids (Schedule A) ranged in price from \$8,587,200 to \$11,850,000. All bids are considered complete and responsive. All bids included the required work items in their construction bids and are within range to Engineer's OPCC and current market conditions. GSE submitted the apparent low base bid in the amount of \$8,587,200. In addition the unit pricing provided by all the Contractors for the optional services (Schedule B) are reasonable and should be awarded with the base bid. Therefore the total apparent low bid, as submitted by GSE, with optional services is \$8,687,200.

B&V did not find any significant irregularities that would prevent SEJPA in recommending award for the Biosolids Dewatering Facilities Improvement Project contract to GSE.



Should you need any additional information please call me at 760-621-8421.

Best Regards,
BLACK & VEATCH

A handwritten signature in blue ink that reads "John T. Bekmanis".

John T. Bekmanis, P.E.
Senior Project Manager

Attachment 3



BLACK & VEATCH
Building a world of difference.®

300 RANCHEROS DRIVE
SUITE 250
SAN MARCOS, CA 92069
USA
+1 760.621.8600 P
+1 760.621.8602 F

January 9, 2023

San Elijo Joint Powers Authority
San Elijo Water Campus
Biosolids Dewatering Facilities

410240-11.1300

San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff by the Sea, CA 92007

Attention: Tom Falk, P.E.

Attached please find our proposal to provide Engineering Services During Construction for your Biosolids Dewatering Facilities Improvements Project. Within this proposal with you find the following items:

- Scope of work
- Fee proposal
- Fee schedule

We thank you for the opportunity to provide you with continue support for this very important project.

Should you need any additional information please call me at 760-621-8421.

Best Regards,
BLACK & VEATCH

A handwritten signature in blue ink, appearing to read "John T. Bekmanis".

John T. Bekmanis, P.E.
Senior Project Manager

jtb
Enclosure[s]

SEJPA
BIOSOLIDS DEWATERING FACILITIES IMPROVEMENTS
BLACK & VEATCH
ENGINEERING SERVICES DURING CONSTRUCTION
SCOPE OF SERVICES

The following Consultant (Black & Veatch) scope of the services identifies the tasks required to perform Engineering Services During Construction (ESDC) for the Biosolids Dewatering Facilities Improvements at the San Elijo Water Campus. This scope of services includes Consultant assumptions utilized as the basis for development of the project budget. It is assumed that the construction duration will be 23 months, administered through a two step Notice to Proceed process.

SUMMARY OF THE GENERAL PROJECT IMPROVEMENTS

The project consists of dewatering system upgrades and replacement of main Switchboard 2 (MS-2) as defined in the Construction Documents bid in December 2022.

SCOPE OF WORK

1. Project Management

- a. Provide overall project management and prepare monthly invoices. Invoices shall include:
 - Currently monthly charges broken up by professional
 - Charges to Date
 - Amount Remaining
 - Percent Complete
 - Receipt of all applicable expenses

- b. Prepare Monthly Progress Reports for SEJPA staff: Consultant will prepare the monthly progress reports that will include the following:
 - Summary of the main accomplishments over the previous month including efforts conducted (i.e. field visits, meetings, submittal reviews, RFI correspondence, change order assistance, etc)

2. SERVICES DURING CONSTRUCTION

2.1 Meetings

- a. Construction Kickoff Meeting: Consultant will attend the construction kickoff meeting as prepared for and led by the Construction Manager (CM). Meeting will be attended by Project Manager (PM) and Engineering Manager (EM). Meeting duration is assumed to be two (2) hours in duration. Meeting will be onsite.
- b. Monthly Construction Progress Meetings: Consultant attend progress meetings with the Contractor, CM and the SEJPA. Meetings will be attended by PM or EM. Assumes 6 formal construction meetings, 1 hour duration. Meeting attended via teleconference, no travel.

2.2 Shop Drawing Submittal and O&M Manual Reviews

- a. Submittal Reviews: Consultant shall review submittals to confirm conformance with the bid documents. Assumes up to 100 1st submittals at 5 hours each, and 50 2nd submittals at 3 hours each. Review by Consultant doesn't replace the responsibility of the Contractor.
- b. Operations & Maintenance Manuals: Consultant shall review O&M submittals to confirm conformance with the bid documents. Assumes up to 25 first submittals at 4 hours each and 12 2nd submittals at 2 hours each. Review by Consultant doesn't replace the responsibility of the Contractor.
- c. Submittal Log and Status of Submittals: Consultant shall utilize the third party online system (i.e. Smartsheet) as established and maintained by the CM to help route, track, and monitor shop drawings, calculations, data samples, and manuals from the Contractor as required by the construction Contract Documents.

2.3 Plan and Specification Interpretation and Control

- a. Requests for Information (RFI): Consultant will respond to the Contractor RFIs within five (5) calendar days. Assumes up to 100 RFI at 3 hours each.
- b. Substitution Requests: Consultant will coordinate the evaluation of "or-equal" or product substitution requests with the CM and SEJPA. Assume 10 request, 2 hours each.

2.4 Change Order Management Support

- a. Review Change Orders: Consultant will provide technical input to Change Order work initiated by the Contractor or SEJPA. Changes to drawings and specifications will be issued as needed. A budget of 80 hours has been established for this effort.

2.5 Field Visits

- a. Field Visits: Consultant will provide periodic field visits, as requested by the CM or SEJPA to confirm work complies to the Contract Documents. A budget of 28 hours has been allocated for field visits (6 visits). Field visits effort includes time for PM, EM, Structural, Electrical and I&C.

2.6 Startup and Record Drawings

- a. Operation Testing Plan: Consultant will review the operational testing plan that is developed by the Contractor and the appropriate equipment vendors. A budget of 30 hours has been allocated.
- b. Record Drawings: Upon receipt of the Contractors record drawings, Consultant will update the original design documents, via CAD, to capture as construction conditions. 90 drawings will be reflected as record drawings, with up to 40 drawings requiring design level updated (3 hours per dwg) and the remaining drawings (50) requiring minimal revisions (1/2 hours per drawing). A budget of 200 hours has been allocated for CAD and Engineer review. Record drawings will be submitted within 45-days of receipt of the final redlines from the Contractor and Construction Manager.

4. FEE SCHEDULE

- a. A fee schedule is attached following this scope of work.
- b. Upon written request and client approval an annual 5% escalation in billing rates will be applied.
- c. Current rates will be valid through December 2023.

5. ASSUMPTIONS

- a. All special inspection, testing and surveying to be performed by CM or third party under contract to SEJPA.
- b. Contractor to maintain redline revisions via Bluebeam or similar electronic format. CM to redline drawings monthly to confirm construction changes are captured.

6. ADDITIONAL SERVICES

- a. Extended Services: Consultant will provide other miscellaneous specialty services as required during construction. These services could include mechanical, electrical, structural, and civil supplemental engineering design; witness testing; and/or factory inspections; as well as the following:
 - i. Services necessary due to the default of the Contractor.
 - ii. Services related to damages caused by terrorism, vandalism, fire, flood, earthquake, or other acts of God.
 - iii. Services related to the SEJPA's operation and use of the completed project other than as specifically provided this scope of work.
 - iv. Services for professional participation in litigation or alternative dispute resolution of claims, not related to Consultant's errors and omissions.
 - v. Preparation for and serving as a witness in connection with any public or private hearing or other forum related to the project, not related to Consultant's errors and omissions.
 - vi. Services to support the SEJPA in any legal proceeding including dispute review boards, mediation, and arbitration.

- vii. Services related to public relations, including community meetings, regarding the Project, its community impact, schedule, or other publicity. This includes presentation preparation, display materials, mailings, surveys, or other forms of communication or notice.
- viii. Any other services in this scope of work designated as additional services.

SCHEDULE

The construction of the Biosolids Dewatering Facilities Improvements shall be completed within 23 months after notice to proceed.

SAN ELIJO JOINT POWERS AUTHORITY San Elijo Water Campus Biosolids Dewatering Facilities Improvements ESDC Black & Veatch Fee Proposal		PHASE	Sr. Project Manager	Engineering Manager	Civil Engineer	Senior Structural	Structural Engineer	Senior Architect	Architect	Bldg Mech Sr. Engineer	Bldg Mech Engineer	Proc Mech Sr. Engineer	Proc Mech Engineer	Chem Feed Sr. Engineer	Chem Feed Engineer	Electrical Sr. Engineer	Electrical Engineer	Electrical Sr. Technician	I&C Sr. Engineer	I&C Engineer	I&C Sr. Technician
			\$290.00	\$220.00	\$135.00	\$250.00	\$155.00	\$180.00	\$170.00	\$200.00	\$165.00	\$185.00	\$160.00	\$205.00	\$185.00	\$300.00	\$170.00	\$125.00	\$255.00	\$230.00	\$135.00
1.0 Project Management		1000	40	18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2.0 Services During Construction		2000																			
2.1 Meetings		2010	6	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2.2 Shop Drawings Submittal Reviews		2020	18	48	192	34	64	14	30	2	32	6	32	4	32	34	80	-	34	80	-
2.3 Plan and Specification Interpretation and Control		2030	16	40	66	8	18	4	12	6	12	8	12	4	12	12	24	8	10	24	8
2.4 Change Order Management Support		2040	12	30	6	-	-	-	-	-	-	-	-	-	-	8	-	-	-	8	-
2.5 Field Visits		2050	4	8	-	4	-	-	-	-	-	-	-	-	-	8	-	-	4	-	-
2.6 Startup and Record Drawings		2060	8	20	12	-	4	-	2	-	4	-	4	2	8	4	10	20	2	12	14
Total, Hours			104	170	276	46	86	18	44	8	48	14	48	10	52	66	114	28	50	124	22
Total, Billings			\$ 30,160	\$ 37,400	\$ 37,260	\$ 11,500	\$ 13,330	\$ 3,240	\$ 7,480	\$ 1,600	\$ 7,920	\$ 2,590	\$ 7,680	\$ 2,050	\$ 9,620	\$ 19,800	\$ 19,380	\$ 3,500	\$ 12,750	\$ 28,520	\$ 2,970

SAN ELIJO JOINT POWERS AUTHORITY San Elijo Water Campus Biosolids Dewatering Facilities Improvements ESDC Black & Veatch Fee Proposal		PHASE	Process Sr. Engineer	Process Engineer	BIM Sr. Technician	Sr. Estimator	Finance	Sr. Project Controls	HC Civil Lead	SUBTOTAL Hours	SUBTOTAL Billings \$	Mileage	TOTAL Billings
			\$285.00	\$160.00	\$155.00	\$215.00	\$130.00	\$160.00	\$315.00				
1.0 Project Management		1000	-	-	-	-	28	24	-	110	\$ 23,040	\$ -	\$ 23,040
2.0 Services During Construction		2000											
2.1 Meetings		2010	-	-	-	-	-	-	-	12	\$ 3,060	\$ 100	\$ 3,160
2.2 Shop Drawings Submittal Reviews		2020	6	26	-	-	-	-	6	774	\$ 145,020	\$ -	\$ 145,020
2.3 Plan and Specification Interpretation and Control		2030	6	10	-	-	-	-	-	320	\$ 60,660	\$ -	\$ 60,660
2.4 Change Order Management Support		2040	-	-	-	16	-	-	-	80	\$ 18,570	\$ -	\$ 18,570
2.5 Field Visits		2050	-	-	-	-	-	-	-	28	\$ 7,340	\$ 1,200	\$ 8,540
2.6 Startup and Record Drawings		2060	-	4	100	-	-	-	-	230	\$ 39,190	\$ -	\$ 39,190
Total, Hours			12	40	100	16	28	24	6	1,554			
Total, Billings			\$ 3,420	\$ 6,400	\$ 15,500	\$ 3,440	\$ 3,640	\$ 3,840	\$ 1,890		\$ 296,880	\$ 1,300	\$ 298,180

Black & Veatch Labor Rate Schedule

All additional requested services shall be provided on a time and materials basis per the rate and fee schedule.

2023 SCHEDULE OF HOURLY FEES FOR PROFESSIONAL SERVICE

PERSONNEL CLASSIFICATION	2023 RATE	PERSONNEL CLASSIFICATION	2023 RATE	Notes
PROJECT DIRECTOR/VP	\$300 - \$350	ENGINEERING TECHNICIAN 8 (CADD MANAGER 2)	\$170 - \$195	<ol style="list-style-type: none"> Direct expenses, including the following, will be billed at cost: <ul style="list-style-type: none"> Travel (transportation fares/tickets, vehicle rentals and fuel, lodging, meals, parking, tolls, mileage at IRS approved rates, etc.) Reproduction (reproduction of large sets, submittals, or oversized drawings, etc.) Delivery (courier, FEDEX/UPS/Express Main, US Mail) Field equipment and miscellaneous supplies Overtime for nonexempt personnel will be reimbursed at 1-1/2 times the rates indicated above. Overtime is paid for hours more than 8 hours per day or 40 hours per week Rates can be escalated annually 5% for each year thereafter on the anniversary date.
SENIOR PROJECT MANAGER	\$250 - \$300	ENGINEERING TECHNICIAN 8 (CADD MANAGER 1)	\$160 - \$180	
PROJECT MANAGER	\$240 - \$260	ENGINEERING TECHNICIAN 6 ⁽²⁾	\$150 - \$160	
ENGINEER 9	\$300 - \$325	ENGINEERING TECHNICIAN 5 ⁽²⁾	\$140 - \$150	
ENGINEER 8	\$260 - \$300	ENGINEERING TECHNICIAN 4 ⁽²⁾	\$125 - \$140	
ENGINEER 7	\$230 - \$270	ENGINEERING TECHNICIAN 3 ⁽²⁾	\$115 - \$125	
ENGINEER 6	\$200 - \$245	ENGINEERING TECHNICIAN 2 ⁽²⁾	\$105 - \$115	
ENGINEER 5	\$170 - \$220	ENGINEERING TECHNICIAN 1 ⁽²⁾	\$90 - \$105	
ENGINEER 4	\$150 - \$180	SENIOR PROJECT CONTROLS / SCHEDULER	\$150 - \$195	
ENGINEER 3	\$135 - \$160	PROJECT CONTROLS /SCHEDULER	\$125 - \$150	
ENGINEER 2	\$125 - \$150	FINANCE MANAGER	\$125 - \$155	
ENGINEER 1	\$120 - \$130	FINANCE ⁽²⁾	\$100 - \$130	
ENGINEER INTERN	\$80 - \$90	CLERICAL ⁽²⁾	\$100 - \$150	



January 4, 2023

Mr. Tom Falk, PE, PMP
Director of Infrastructure & Sustainability
San Elijo Joint Powers Authority
2695 Manchester Avenue
Cardiff by the Sea, CA92007

Subject: **Biosolids Dewatering Facilities Improvements Project**
Scope and Fee Estimate for CM&I

Dear Mr. Falk,

Please accept this letter and attachments as our negotiated scope, fee estimate, and clarifications/assumptions to provide construction management and inspection (CM&I) services for the Biosolids Dewatering Facilities Improvements Project (Project).

Our approach and team organization remains unchanged from our technical proposal submitted on December 8, 2022, and interview presentation on December 15, 2022. We offer the following clarifications to staffing plan including commitment of key personnel and backup resources available through Valley CM to augment our core onsite team.

George Foote, the project resident engineer/inspector, is assigned solely to the project for the entire project duration. During the preliminary NTP phase (initial 4 months), George will be working part-time and will not transition to full-time until construction starts and the Construction NTP is issued. During the portions of the project where George is working part-time, he may assist with other Valley CM projects. However, George's priority is this project, even while working on a part-time basis. George will not be re-assigned without SEJPA's prior, written approval.

Additionally, Valley CM has several staff members that are experienced and capable of providing backup for George Foote during vacations, etc. First and foremost, I would be the main staff filling in for George on the project. If I am not available, Lisa Laszlo or Jeff Moody would be other staff members who would fill in for George. Also, Desmond King is a staff member with numerous ICC special inspection certificate who will be providing as-needed special inspection. Desmond lives in San Diego and currently performs this function on various projects.

Valley CM will be using Smartsheet as our proposed electronic document management system (eDMS), Primavera P6 software for construction schedule review and Raken software for our daily inspection reports.

Please let me know if you have any questions.

Regards,

Paul Mochel
Paul Mochel, PE, CCM
Principal Construction Manager

Attachments:

- Scope of Work and Assumptions (per RFP dated September 30, 2022 and addenda 1 - 4)
- Fee Estimate

www.ValleyCM.com

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San Diego, CA 92130
866 966 2720
Info@ValleyCM.com



PROPOSED SCOPE OF SERVICES

Valley CM will provide the following services which is reflected in our fee schedule and task breakdown.

1. Project Management

- a. Provide overall project management, schedule tracking, budget tracking, and monthly invoices.
- b. Prepare Monthly Progress Reports for SEJPA staff.

2. PRE-AWARD AND PRE-CONSTRUCTION SERVICES

2.1 Mobilization

- a. Setup project.
- b. Document Standards: Consultant will prepare project correspondence and other forms of communication.
- c. Document/Tracking Control: Consultant will propose means to manage the receipt, logging, control, tracking, and timely processing of project documents. All documents including the contract documents, submittals, RFIs, change orders, reports, inspection records, etc., will be maintained and tracked. Documents and correspondence related to the Project will be archived. The system will be available for use for all parties including the SEJPA, Contractor, Design Engineer and subconsultants. Contractor shall be responsible for uploading all their applicable documents including submittals, RFIs, O&M manuals, pay applications, change request, test results, etc.
- d. Records: Consultant will maintain records of inspections, reports, and test results received from the Contractor, Design Engineer, manufacturers, and others.
- e. Review project contract documents (drawings, specs and general construction contract) to understand project components.

2.2 Site Conditions and Progress Visual Documentation

- a. Pre-Construction Video: Consultant will coordinate, review, and confirm the Contractor's videotape of preconstruction site conditions prior to beginning work. Consultant will meet with owners (SEJPA, SDG&E) of pre-existing damage identified to document and confirm existing conditions. Consultant will document any damage to improvements resulting from construction and meet with the owners following discovery of damage to resolve repair requirements and responsibilities.
- b. Progress and Other Photos: Consultant will maintain and catalog a digital photographic library to document significant construction activities and progress, differing site conditions, change order and claim items, and any special or unique conditions. Photos will be labeled and maintained within the online system.

2.3 Meetings

- a. Prepare for and attend the pre-bid meeting in coordination with the SEJPA and Design Engineer.

3. SERVICES DURING CONSTRUCTION

3.1 Meetings

- a. Construction Kickoff Meeting: Consultant will prepare for and lead the construction kickoff meeting. Meeting will be attended by applicable CM staff, SEJPA, and Contractor, and when necessary, the Design Engineer.
- b. Monthly and Weekly Construction Progress Meetings: Consultant will schedule and conduct progress meetings with the Contractor and the SEJPA. Meeting agendas will be provided, action items will be identified, and minutes will be prepared to document the

meetings.

- c. Other Meetings: Consultant will attend other construction-related meetings as requested by the SEJPA.

3.2 Shop Drawing Submittal and O&M Manual Reviews

- a. Submittal Reviews: CM shall perform high level review to familiarize themselves with the equipment/materials being provided. Review by Consultant doesn't replace the responsibility of the Contractor.
- b. Operations & Maintenance Manuals: CM shall review submittal in detail to confirm conformance with the bid documents. Review by Consultant doesn't replace the responsibility of the Contractor.
- c. Submittal Log and Status of Submittals: Consultant will log, route, track, and monitor shop drawings, calculations, data samples, submittals, and manuals from the Contractor as required by the construction Contract Documents. Log will be maintained within the online system.

3.3 Plan and Specification Interpretation and Control

- a. Requests for Information (RFI): Consultant will coordinate the RFI log and respond to the Contractor RFIs within five (5) calendar days. Changes will be recorded in the record specifications and drawings.
- b. Requests for Changes in Design: Consultant will review and respond to requests for design revisions by the Contractor. Consultant will coordinate with the Design Engineer as needed to respond to RFIs.
- c. Field Orders: Consultant will initiate, review, and track field orders when a change in work is needed to maintain the design intent. The field order will be issued to the Contractor and the work monitored for compliance.
- d. Substitution Requests: Consultant will coordinate the evaluation of "or-equal" or product substitution requests with the Design Engineer, the SEJPA, or others.
- e. Record Drawings and Specifications: Consultant will update the drawings and specifications as the work progresses based on modifications and changes from submittals, RFIs, VEs, field orders, extra work, or change orders.

3.4 Construction Management Administration

- a. Management: Consultant will oversee and coordinate construction management services as required by the progress of the work.
- b. Resolution of Day-to-Day Construction Issues: Consultant will lead resolution of day-to-day issues raised. Consultant will coordinate with the SEJPA, Design Engineer, and Contractor on technical issues of concern as well as interpretation of the design documents.
- c. Monthly Review: Consultant will conduct monthly schedule and progress payment meetings with the Contractor and coordinate and update the record drawings at this meeting.
- d. Track any preliminary notices and file appropriate releases from Contractor.
- e. Manage all subcontracts including electrical and I&C, surveying, special inspection and testing.
- f. Coordinate with other independent consultants hired by the SEJPA, which may include prevailing wage and environmental consultants.
- g. Assist SEJPA with compliance for any funding requirements.
- h. Prepare a construction management manual and submit for SEJPA review. Manual will be based on industry standards.

3.5 Baseline Schedule and Schedule Updates

- a. Consultant will work with the Contractor to meet the milestones on the baseline Gantt

chart schedule developed by the Contractor. Updates to the schedule will be included in the monthly progress report.

3.6 Change Order Management

- a. Identify and Track Changes: Consultant will identify, log, and track potential changes to the work from Contractor or the SEJPA initiated changes to the work, extra work, or change orders.
- b. Requests for Cost Proposals: Consultant will request cost proposals from the Contractor for extra work and assist with cost negotiation.
- c. Justification for Extra Work or Change: Consultant will prepare written justification and cost estimates for each extra work or change order.
- d. Prepare Change Orders: Consultant will prepare and submit change orders in the SEJPA's format within seven (7) calendar days of final negotiations.
- e. Claims Management: Consultant will identify, prepare, log, and monitor Contractor claims.
- f. Resolution Alternative: Consultant will prepare a written explanation of each claim and recommendation for action.
- g. Negotiate and Resolve Claims: Consultant will assist and support the SEJPA in resolving claims and disputes.

3.7 Inspection / Quality Assurance

- a. Inspection of the Work: Consultant will provide inspections as necessary, so work has been completed in compliance with the Contract Documents.
- b. Consultant shall provide special inspections as required to meet all code and regulatory requirements.
- c. Prepare written daily reports of the construction activities including: weather conditions, manpower, equipment, materials, visitors, delays, and deficiencies and submit to SEJPA. Review Contractor daily reports to compare against inspector daily reports. Record all major deliverables to the site and confirm in accordance with contract requirements.
- d. Maintain and categorize a digital photographic library of significant construction activities and progress, differing site conditions, or any special or unique conditions.
- e. Revisions to Contractor's Methods: Consultant will discuss appropriate revisions to the methods and procedures used in performing the work and will be resolved through the RFI process.
- f. Deviations in the Work: Consultant will document, track, and advise the SEJPA's Project Manager and the Contractor of deviations in the work.
- g. Pipeline Shutdowns: Consultant will coordinate necessary pipeline shutdowns with SEJPA staff as required.
- h. Pump Station/Treatment System Shutdowns: Consultant will coordinate necessary pump station/treatment system shutdowns with SEJPA staff as required.
- i. Water Quality Monitoring Services: Consultant will monitor construction site BMPs and erosion protection devices.
- j. Perform as-needed surveying to confirm facilities are being built as per the Contract Documents.

3.8 Material Testing Services

- a. General Requirements: Consultant will provide specialized services for geotechnical testing, coating testing, materials testing including concrete and asphalt concrete, and corrosion protection testing.

3.9 Startup, Closeout, and Acceptance Services

- a. Operation Testing Plan: Consultant will review and recommend the operational testing plan that is developed in consultation with the SEJPA, Contractor, and the appropriate vendors.
- b. Punch List: Consultant will prepare a project punch list at substantial completion of the project. Consultant will provide confirmation of the Contractor's compliance on work items specifically requested by the SEJPA.
- c. Final Walk-Through: Consultant will schedule, coordinate, and conduct a final walk-through and project review prior to acceptance of the work with the SEJPA.
- d. Recommended Acceptance: Consultant will recommend acceptance of the work in writing in preparation for the issuance of the Certificate of Substantial Completion and/or Notice of Completion.
- e. Closing out Contract: Consultant will take the lead in negotiating and closing out the construction contract and will prepare a memorandum to the SEJPA recommending acceptance of the project and the Notice of Completion.
- f. Final Project Records and Documents: Consultant will provide the final project records, digital photographic library, and documents to the SEJPA upon completion of the project.

3.10 Post Construction

- a. Record Drawings Certification: Consultant will review and confirm that the Contractor's project record drawings are complete and accurate. The drawings will be provided to the Design Engineer.
- b. Final Payment: Consultant will recommend final payment in the form of release of retention to the Contractor in accordance with the Contract Documents. Consultant will confirm that the Contractor has made all payments to the subcontractors and vendors and that any stop notices or liens have been released. Consultant will obtain an Unconditional Waiver of Lien as appropriate from the Contractor prior to recommending final payment.

3.11 Safety

- a. Safety Program: Consultant will adhere to a construction services safety program prepared by Consultant for the Consultant personnel and will adhere to the safety program prepared by the Contractor for the Contractor personnel.
- b. Safety Program Meeting and Instruction: Consultant will attend Contractor Safety Program meeting to understand the Safety Programs.

4. ASSUMPTIONS

- a. Office space for the Construction Manager and associated staff (approximately 600 sf) will be provided by owner. Utilities including, water, sewer, electrical and internet service will be provided. Monthly janitorial services will be provided. Office space is unfurnished and carpeted. CM shall be responsible for maintaining carpet condition and office space.
- b. Environmental services shall be performed by independent consultant hired by the SEJPA.

5. ADDITIONAL SERVICES

- a. Extended Services: Consultant will provide other miscellaneous specialty services as required during construction. These services could include mechanical, electrical, structural, and civil supplemental engineering design; witness testing; factory inspections; and air quality monitoring services; as well as the following:
 - Services necessary due to the default of the Contractor.
 - Services related to damages caused by terrorism, vandalism, fire,

flood, earthquake, or other acts of God.

- Services related to the SEJPA's operation and use of the completed project other than as specifically provided this scope of work.
 - Services for professional participation in litigation or alternative dispute resolution of claims, not related to Consultant's errors and omissions.
 - Preparation for and serving as a witness in connection with any public or private hearing or other forum related to the project, not related to Consultant's errors and omissions.
 - Services to support the SEJPA in any legal proceeding including dispute review boards, mediation, and arbitration.
 - Services related to public relations, including community meetings, regarding the Project, its community impact, schedule, or other publicity. This includes presentation preparation, display materials, mailings, surveys, or other forms of communication or notice.
 - Any additional field geotechnical, surveying, or field-testing services.
 - Any other services in this scope of work designated as additional services.
 - Underwater inspection of the aeration system by divers.
- b. The costs for these services are not included in Valley CM's fee estimate as the scope of these services is unknown at this time. The costs of specific additional services will be negotiated with SEJPA as needed during the performance of the work.

DETAILED SCOPE OF WORK

Valley CM has successfully performed all the items listed in the Proposed Scope of Services for this project. We have agendas for all meetings (preconstruction, progress, etc.) that can be easily customized for each project and client. We have a standard month Construction Management Reports (including budget tracking) that can also be easily modified based on SEJPA's needs. We have RFI & Submittal cover sheets if needed as well as all other forms, spreadsheets, and checklists to successfully complete this project. We have specialized experience in completing the required scope of services as follows:

Project Control

Paul Mochel has extensive experience managing CM and inspection efforts including multiple subconsultants. Paul will provide weekly schedule updates to District staff as well as conversations and emails to alert District staff of any changes in schedule or potential change orders. Paul will present a monthly progress report to the District to provide a summary of the project for use by the District in presenting the project to other departments or the board. The report will outline in text, with supporting photo documentation, the progress of the project including financial status of the construction and CM contract, schedule status change order status and copies of all project logs (RFI's, submittals, change orders, correspondence, etc.).

Valley CM spent several years finding a dependable, simple, and easy to use document management software program that doesn't require extensive training and offers a user interface that most people are familiar with and use regularly. Valley CM utilizes **Smartsheet**, which is essentially a cloud-based excel spreadsheet with collaborative tools. Most contractors and owners use MS Excel on a regular basis, so the interface is familiar to everyone, and extensive training is not required. Valley CM has experienced a very short learning curve with clients and contractors over past 4 years of using Smartsheet. Several owners have switched to Smartsheet for all their projects after using Smartsheet on our project due to the simplicity compared to other software such as Procore. All project documents (submittals, RFI's, meeting minutes, progress payments, etc.) are transmitted, logged, and shared electronically utilizing Smartsheet. The contractor will log in and upload RFI's, submittals, change order requests, etc. and Smartsheet will automatically notified the required party for action. Daily reports, special inspection reports, Geotech reports, etc. are also logged for easy access. Each user (District, Contractor, and Valley CM) has separate login credentials that allows easy tracking of all use and restricted access to specific areas as needed. A dependable and simple document control system is the key to managing claims. At the end of the project, a thumb drive with all the electronic copies will be turned over to the District.

Valley CM will manage contractor requests for information (RFI's) during construction. The status of RFI's will be accounted for in the RFI log. Valley CM believes that RFI's should be processed at the lowest level possible. RFI's will be reviewed, and a response drafted for District review. If required, Valley CM will coordinate with the Design Engineer for further review. Valley CM will respond to RFI's typically in less than 5 working days.

Valley CM will log in, track, process, and review submittals, plans, profiles and shop drawings. Valley CM will review each submittal for completeness and compliance with all contract requirements prior to sending to the Designer for review. Submittals such as pipe material, fittings, etc. can be reviewed and approved by Valley CM with any deviations sent to the Designer for approval if the District requires. All submittals will be tracked on the submittal log.

Meetings

Valley CM will coordinate with the District, contractor and appropriate Agencies and chair all meetings. Valley CM has standard agendas for the preconstruction meeting and progress meeting that will be modified for this contract. Valley CM will hold bi-weekly progress meetings with the contractor and their appropriate subcontractors to review construction progress. We will keep minutes of the meetings, assigning action items, responsibilities, and documenting project trends. Minutes will be distributed within 2 days of the progress meeting. Meetings will include reviewing the contractor's three-week look ahead schedule (including shutdown and tie-in work), submittals and RFI/design clarification status, potential change orders and change orders, delays and potential claims, construction problem resolution and public outreach issues. Minutes will include a copy of the latest submittal, RFI and change order logs.

Construction Schedule

George is certified in ***Primavera P6 Scheduling Software*** and will review the contractor's baseline Critical Path Method (CPM) schedule to ensure that the sequencing and durations reflect a true representation of the construction. George has built and updated schedules on Primavera for more than 30 years and knows what needs to be in a CPM schedule for a successful project. He will check the logic network and the activity input durations and precedents for reasonableness of the sequence and duration of the activities, specified construction sequencing, shutdown and scheduling constraints, interfacing with adjacent contracts, as well as all submittals, procurement, construction, shutdowns and tie-ins and closeout activities that are included for work will be confirmed. George will also perform detailed reviews of the contractor's monthly schedule update to ensure that actual work progress based upon their records is properly incorporated, including the impacts of any change order work. George will also maintain its own "As-Built" schedule for verifying the contractor's schedule. Valley CM will require the contractor to prepare a recovery schedule when any critical path falls significantly behind schedule and will monitor its effectiveness in restoring the schedule. Valley CM will also review the weekly 3-week look-ahead schedule against the current approved schedule to determine if the project is slipping behind schedule. It is easier to correct smaller delays discovered on a weekly basis than a larger delay monthly. Contractors prefer to make smaller adjustments to the schedule on a weekly basis to rectify delays. Valley CM has created a draft baseline schedule based on all the project requirements. The schedule is included in the fee section of the proposal to show the basis of our level of effort.

Inspection & Coordination

Valley CM will provide part/full-time inspection services as needed to monitor the contractor's work for contract compliance during construction. George will document the contractor's daily work activities and compliance with all District and Agency standard specifications for utility materials and installation procedures through preparation of daily construction reports and logs. Valley CM utilizes **RAKEN software** for preparation of our daily reports. RAKEN is a software app that allows George to speak his notes regarding the description of the current activities. Photographs are tagged to each specific note entry. The voice notes are then transcribed, and the daily report is automatically generated daily. This application virtually eliminates the old, time-consuming way of handwriting daily reports and allows for a more detailed and thorough daily report. The daily report automatically pulls the current, local weather three times during the day and allows the easy input of labor and equipment used. These reports can be emailed to the District on a daily basis to provide real time project updates. Deficient work will be identified, tracked, and corrected using advisory notices and non-conformance reporting systems. Any damage to private or public property will be tracked, resolved, and reported in a timely manner. Compliance with all agency encroachment and other permits will be monitored and reported. All materials will be verified and documented for compliance with plans, specifications, and approved submittals. All special inspection required electrical, and control will be coordinate by Valley CM. Valley CM keeps a Daily Report Spreadsheet that documents in 1-2 sentences the work completed each day along with copies of all daily reports (Valley CM, RCS, Geotechnical, etc.) attached to that day's summary. This allows all team members to easily find specific information regarding the construction which is especially helpful in longer projects such as this one. **Drone photographs and videos** will be taken of the project on a regular basis. Paul is an FAA licensed drone pilot and the photos below shows a unique perspective of the construction site for the District.



Construction Change Orders

Valley CM will manage the change order process to help obtain a fair and reasonable price for legitimate extra work items. George will request and log change order (extra work) quotations as requested by the District or contractor and will coordinate the preparation of any revised specifications and/or sketches needed to define the scope of the extra work. In each case, until a potential extra work item is confirmed and executed as a change order (or is dropped), it will be assigned a potential change order (PCO) number to facilitate tracking and filing. In this manner, several potential change orders can subsequently be incorporated into a single contract change order. Change order work performed on a time-and-materials basis will be verified daily. Valley CM will enter the change order work activities into the CPM schedule to verify requested time extensions impacts accompanying the change order. A detailed change order cost estimate with which to compare and negotiate the contractor's cost quotation will be prepared for larger change orders. Valley CM will then recommend acceptance or rejection of the terms of the change order to the District. If the change order is accepted, Valley CM will prepare the document for signature. If there is disputed extra work, Valley CM will work with the District and contractor until the item has been satisfactorily resolved. If it is not resolved, Valley CM will track the item as a potential claim. Change order status will be included in the monthly status report.

Valley CM will take the lead in the resolution of any contract claims for this project during the construction contract period. We will keep current logs of Notice of Potential Claims and will prepare documents and supporting evidence regarding claims. Information on each individual Notice of Potential Claim will be kept separately in the project files. Valley CM will provide complete documentation, a claims response strategy, and cost analysis for the District review. However, it is Valley CM's intent to resolve claims and disputed work quickly and fairly as our experience has proven this typically results in the lowest cost to the District. Based on past experience, resolved issues don't become claims!

Schedule of Values & Contractor Payment

Valley CM will review the contractor's Schedule of Values to ensure it represents an appropriate detailed cost breakdown for each lump sum item as required by the contract. Valley CM will ensure the SOV is not front loaded. Valley CM will review the monthly Progress Payment Request to ensure it represent the actual work completed that month and provide a recommendation to the District for payment. Valley CM will maintain red-line markups of the contract drawings showing all change order items and RFIs/design clarifications, as well as other information regarding underground utilities and information useful to the District for future maintenance and construction. Valley CM will review the contractor's set of marked up drawings to verify completeness prior to processing the monthly pay estimate.



**San Elijo Joint Powers Authority
Biosolids Dewatering Facilities Improvements Project**

Field Staff Resource Plan and Level Of Effort (Hours Per Month)

700 Calendar Day Duration (23 Months)

Position	21 Month Duration																							Hours	Rate	Total
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23			
<i>Construction Manager-Paul Mochel</i>	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	460	\$185	\$85,100
<i>Resident Engineer/Inspector-George Foote</i>	60	120	120	140	160	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	176	120	80	3,616	\$170	\$614,720
<i>Special Inspection-Desmond King</i>	As-Needed																							460	\$145	\$66,700
<i>Geotechnical/Special Inspection-Leighton</i>	See Proposal																									\$51,250
<i>Electrical/Instrumentation Inspection-RCS</i>	See Proposal																									\$115,500
<i>CM Office Costs</i>	P6 Scheduling Software (Furniture and Wifi provided by SEJPA)																									\$4,950
	5% Subconsultant Markup																									\$8,338
																										\$946,558

The hourly rate for Valley CM staff are based on prevailing wage and include auto, laptop and cell phone
*5% markup included on all subconsultants

See attached DRAFT SCHEDULE for additional information



San Elijo JPA-Biosolids Dewatering Facilities Improvements Project
DRAFT SCHEDULE

Phasing Plan Number GP-001	Notes	ACTIVITY	Sheet (X of 93)	Month																							
				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	
Addenda 8	Preliminary NTP																										
Addenda 8	Insurance, Bonding																										
Addenda 8	Preconstruction Meeting																										
Addenda 8	Preconstruction Schedule conference																										
Addenda 8	Construction Progress Schedule																										
Addenda 8	Construction Sequencing Plans (MOPD)																										
Addenda 8	Pothole, filed verify in field activities for submittals																										
Addenda 8	Preconstruction photos																										
Addenda 8	Submit critical submittals																										
Addenda 8	Mobilize																										
Addenda 8	Construction NTP (122 Cal days)																										
TEMPORARY DEWATERING																											
Addenda 8	Submit/Review/Procure Mechanical Electrical-Temporary Dewatering																										
Addenda 8	Submit/Review/Procure Civil/structural-Temporary Dewatering																										
1A-1	Install Temporary dewatering system	6,76																									
1B-1, 1A-2, 1C-1	Install temporary electrical for dewatering, switchover	6,76																									
	Operate for 30 days to gain confidence in temp system																										
	Owner Operate Temp Dewatering system																										
4A-1, 4B-1, 4D-1	Decommission Temp Dewatering Facility																										
NEW CENTRIFUGE SYSTEM																											
Addenda 8	Submit/Review/Procure MCC/Switchboards Electrical-New Dewatering																										
Addenda 8	Submit/Review/Procure Centrifuge -New Dewatering																										
Addenda 8	Submit/Review/Procure Civil/strutural-New Dewatering																										
Addenda 8	Submit/Review/Mechanical pipe and Process equipment except Centrifuge-New Dewatering																										
2A-1, 2B-1, 2C-1	Demo old system	12-17, 55-59																									
2A-1, 2B-1, 2C-1	Install civil/structural/architectural	9-10, 19-21, 22-36																									
2A-1, 2B-1, 2C-1	Install Mechanical pipe and Equipment except centrifuge	37-59																									
2A-1, 2B-1, 2C-1	Install Centrifuge	37 & 38																									
2A-1, 2B-1, 2C-1	Install conduit & wire	65-68, 77																									
2D-1	Install MCC/switchboards electrical	60-64, 77																									
3A-1	Startup & test new dewatering system	79-93																									
3A-1	Operate for 30 days per spec																										
3B-1	Energize new MCC H	60-64																									
3D-1	Activate & Test New PLC	60-64																									
	Site work	8-10																									
	Punch List																										
	Demobilization																										

- Final Completion
- Owner Operation
- Preliminary NTP Complete/Construction NTP Starts
- Off and on work
- Submit/Review/Procure
- Construction

VALLEY CONSTRUCTION MANAGEMENT FEE SCHEDULE



San Elijo Joint Powers Authority
 Biosolid Dewatering Facilities Improvement Project
 ESTIMATED STAFF HOURS FOR EACH TASK AND STAFF MEMBER

Task	Task Description	Paul Mochel Construction Manager	George Foote RE/Inspection	Desmond King Special Inspection	RCS Electrical Inspector	Leighton Material Testing
1	PROJECT MANAGEMENT	48	26	0		
a	Overall Project Management	40	24	0		
b	Prepare Monthly Progress Reports for SEJPA	8	2	0		
2	PRE-AWARD & PRE-CONSTRUCTION SERVICES	31	30	0		
2.1	Mobilization					
a	Setup Project	4	2	0		
b	Document Standards: Project Correspondence	8	2	0		
c	Document/Tracking Control	8	2	0		
d	Records	4	2	0		
e	Review Project Contract Documents	4	2	0		
2.2	Site Conditions & Progress Visual Documentation					
a	Preconstruction Video	1	4	0		
b	Progress & Other Photos	2	16	0		
2.3	Meetings					
a	Pre-bid Meeting	0	0	0		
3	INSPECTIONS	381	3,560	460		
3.1	Meetings					
a	Construction Kickoff Meeting	4	2	0		
b	Progress Meetings	40	32	0		
c	Other Meetings	2	2	0		
3.2	Shop Drawing Submittal & O&M Reviews					
a	Submittal Reviews/Log	20	40	0		
b	O&M Manuals	8	8	0		
3.3	Plan & Spec Interpretation & Control					
a	RFI's/Requests for Changes in Design	16	24	0		
b	Field Orders	8	16	0		
c	Substitution Requests	4	4	0		
d	Record Drawings	4	4	0		
3.4	Construction Management Administration					
a	Management/Day To Day Resolution	100	400	0		
b	Monthly Review	8	2	0		
c	Prelim Notices	1	0	0		
d	Manage Subcontracts/SEJPA Consultants	4	0	0		
e	Funding Assistance	8	0	0		
f	CM Manual	2	0	0		
3.5	Baseline Schedule and Updates					
a	Review Baseline and Schedule Updates	16	40	0		
3.6	Change Order Management					
a	Change Order Management (ID, Tracking, Logging, Review, Recommendation, Preparation, Etc.)	24	24	0		
b	Claims Management	4	8	0		
3.7	Inspection/Quality Assurance					
a	Inspection of Work	8	2,660	0	See Proposal	
b	Special Inspections	8	24	460		
c	Daily Reports	8	40	0		
d	Photographs	8	40	0		
e	Shutdown Coordination	8	24	0		
f	SWPPP Inspection	8	24	0		
g	As-needed Surveying	4	4	0		
3.8	Material Testing Services					
a	Geotechnical, coating, materials testing	4	24	0		See Proposal
3.9	Startup, Closeout, & Acceptance Services					
a	Operation Testing Plan Review	8	40	0		
b	Punch List	8	16	0		
c	Final Walk Through	4	4	0		
d	Recommend Acceptance	2	2	0		
e	Contract Closeout	8	24	0		
f	Final Project Records	2	4	0		
3.10	Post Construction					
a	Records Drawing Certification	2	0	0		
b	Final Payment	2	0	0		
3.11	Safety					
a	Attend Safety Meetings & Adhere to Program	16	24	0		

Revised
December 20, 2022

Proposal No. SD22-298

Valley Construction Management
3525 Del Mar Heights Road, Suite 192
Del Mar, California 92067

Attention: Mr. Paul Mochel

Subject: Proposal for Geotechnical, Special Inspection, and Materials Testing Services, San Elijo Water Campus Biosolids Dewatering Facilities Improvements Project, San Elijo Joint Powers Authority, Cardiff by the Sea, California

PROJECT DESCRIPTION

The San Elijo Water Campus Biosolids Dewatering Project consists of the upgrade to the existing sludge dewatering facilities that was originally built in 1990. Specially, the upgrades will consist of the removal and replacement of existing Belt Filter Press Units with new Centrifuge Units, rehabilitation of the exiting Solids Dewatering Building, construction of a new Polymer Storage/Chemical Facility, removal and replacement of main electrical gear, and other miscellaneous site improvements.

In our preparation of this proposal regarding providing consulting services for the San Elijo Water Campus Biosolids Dewatering Project, we have reviewed the Design Plans (Black & Veatch, 2022) and the Bid Package (SEJPA, 2022).

PROPOSED SCOPE OF WORK

Our proposed scope of work will include geotechnical, materials testing, and special inspection services which will be provided out of our San Diego office. The following tasks are anticipated for the project geotechnical services:

Pre-Construction Meeting and Project Preparation

We will review and familiarize ourselves with the project plans and specifications, and attend one pre-construction meeting to establish points of contact and distribution of daily reports.

Geotechnical Observation and Testing During Construction

Based on our understanding of the project and our review of the project plans and specifications, we propose the following geotechnical observation and testing services:

- Full-time observation and testing of the grading for the proposed forklift/parking and retaining wall;
- Full-time observation and testing during the backfill of underground utilities and the new sewer manhole;
- Periodic observation and testing of subgrade aggregate base, and asphalt concrete; and
- Project management, quality assurance, and report preparation.

Special Inspection Services During Construction

Based on our understanding of the project and our review of the project plans and specifications, we propose the following special inspection services:

- We will sample fresh concrete, perform slump tests, and air content tests when requested by your designated field representative;
- We will provide structural steel inspection on an as-needed basis;
- We will sample high strength grout on an as-needed basis;
- We will provide field welding inspection on an as-needed basis;
- We will provide pre-stress testing, drilled anchor inspection, and pull testing on an as-needed basis;
- We will provide masonry inspection on an as-needed basis;
- We will provide shop fabrication inspection on an as-needed basis; and

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- We will provide NACE III certified coating inspection on an as-needed basis.

Geotechnical and Materials Laboratory Testing

Based on our understanding of the project and our review of the project plans and specifications, our laboratory testing is expected to include the following:

- We will perform geotechnical laboratory testing for on-site and import soil materials to determine the laboratory maximum dry density and optimum moisture content;
- Concrete laboratory curing, and compressive strength testing of field-molded concrete test cylinders will be performed in general accordance with ASTM C31 and C39, respectively. Verbal and/or e-mail reports will be provided for 7-day breaks. We will provide a final one-page report summarizing compressive strength tests results for a given set of cylinders (four cylinders, plus one hold) after the 28-day breaks are completed; and
- Concrete laboratory curing, and compressive strength testing of field-molded non-shrink grout prisms will be performed in accordance with ASTM C109 and C39. Verbal and/or e-mail reports will be provided for 7-day breaks. We will provide a final one-page report summarizing compressive strength tests results for a given set of cubes (3) after the 28-day breaks are completed.

FEES, BUDGET, TERMS, AND CONDITIONS

Our services during construction will be performed on a time-and-materials basis in accordance with the attached discounted 2022 Professional Fee Schedule with an estimated budget of \$65,500. Our budgeted hourly rates are based on the assumption that this project is subject to California Prevailing Wage. A breakdown of our estimated scope and fees for the subject project is presented in the attached Table 1.

Should the assumptions and/or limitations discussed in this proposal be exceeded, any necessary work will be continued on a time-and-materials basis in accordance with the attached 2022 Professional Fee Schedule. We will provide daily field reports documenting the hours worked and activity performed to your field supervisor and/or the general contractor's superintendent.

In addition, this proposal scope and fee estimate does not include the following items:

- We understand that this project is subject to the Prevailing Wage Law and the District will provide a DIR Project ID prior to field activities;

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- We have not included budget to staff our inspection work with an apprentice. Although possible under California Prevailing Wage law, based on our experience, we do not anticipate an apprentice will be dispatched for training on this project. If we are required to provide training for an apprentice on the project, then additional fees beyond those budgeted would be required to cover that additional labor expense;
 - We assume the site will be readily and safely accessible to our staff and their field testing equipment during construction, without delay;
 - Our estimate does not include overtime charges. Overtime work (over 8 hours per day, weekends or holidays) will be billed in accordance with the attached discounted 2022 Professional Fee Schedule;
 - We assume that our standard invoice and breakdown of fees will be acceptable for payment. A typical copy can be provided upon request;
 - Activities including (but not limited to) analyses in response to unanticipated field conditions, slope stability analysis, work related to settlement monitoring and/or analysis, additional laboratory testing not specified herein, and analyses required for evaluation of grading methodology;
 - Meetings with Leighton's non-field personnel, or subsequent grading and/or foundation plan reviews;
 - Storm-damage-related earthwork requiring geotechnical consulting; and
 - Any work related to the identification, observation, testing or handling of contaminated, toxic or hazardous materials that may be encountered. Should such materials be encountered, or their existence is suspected, you will be informed.

We propose to execute this contract under the terms and conditions of the existing Master Services Agreement between Valley Construction Management and Leighton, number **C93495M** dated June 23, 2016.

We appreciate the opportunity to be of continued service to Valley Construction Management, If you have any questions or information that would update our scope of work, please call me at your convenience in San Diego at (858) 300-8489.

Respectfully submitted,

LEIGHTON CONSULTING, INC.



Roy N. Butz, CEG
Senior Engineering Geologist
Extension: 8489, rbutz@leightongroup.com

Distribution: (1) Addressee via email

Attachments: Table 1 – Cost Estimate Matrix
Scope of Work Authorization
References
Discounted 2022 Professional Fee Schedule

Leighton Consulting, Inc.

Table 1 Estimated Fees

San Elijo Water Campus Biosolids Dewatering Facilities Improvements Project
 Inspection Services During Construction

Proposal # SD22-298

TASK DESCRIPTION	RATE	UNITS	COST
Pre-Construction Meeting/Project Review			
Senior Project Geologist	\$198.00 / hour	5	\$990.00
Project Administrator/Word Processor	\$77.00 / hour	4	\$308.00
SUBTOTAL			\$1,298.00
Geotechnical Observation and Testing Services			
New Forklift Approach/Parking & Retaining Wall			
Field Soils/Material Tester (Prevailing Wage)	\$143.00 / hour	40	\$5,720.00
Underground Utilities, Sewer Manhole			
Field Soils/Material Tester (Prevailing Wage)	\$143.00 / hour	32	\$4,576.00
Subgrade, Aggregate Base, and Asphalt			
Field Soils/Material Tester (Prevailing Wage)	\$143.00 / hour	32	\$4,576.00
SUBTOTAL			\$14,872.00
Materials Testing and Special Inspection			
Rebar Inspection			
Special Inspector (Prevailing Wage)	\$146.00 / hour	40	\$5,840.00
Concrete/High Strength Grout Sampling and Testing			
Field Soils/Material Tester (Prevailing Wage)	\$143.00 / hour	60	\$8,580.00
Post-Installed Anchor and High Strength Bolt			
Special Inspector (Prevailing Wage)	\$146.00 / hour	32	\$4,672.00
Field Welding Inspection			
Special Inspector (Prevailing Wage)	\$146.00 / hour	24	\$3,504.00
NACE Inspection			
Special Inspector (Prevailing Wage)	\$146.00 / hour	50	\$7,300.00
Shop Fabrication Inspection			
Special Inspector	\$94.00 / hour	40	\$3,760.00
Masonry Inspection			
Special Inspector (Prevailing Wage)	\$146.00 / hour	32	\$4,672.00
SUBTOTAL			\$38,328.00
Laboratory Testing			
Modified Proctor compaction 4 inch mold (Methods A & B ASTM D1557)	\$220.00 / each	2	\$440.00
Modified Proctor compaction 6 inch mold (Method C ASTM D1557)	\$245.00 / each	1	\$245.00
Maximum density - Hveem (CTM 308)	\$200.00 / each	1	\$200.00
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	\$65.00 /	3	\$195.00
Concrete cylinders compression (ASTM C39 6" x 12") (4" x 8")	\$35.00 / each	40	\$1,400.00
Pick-up & delivery – (weekdays, per trip, <50 miles from Leighton office)	\$90.00 / each	8	\$720.00
SUBTOTAL			\$3,200.00
Project Management, Quality Review, and Reporting			
Associate	\$221.00 / hour	6	\$1,326.00
Senior Project Geologist	\$198.00 / hour	12	\$2,376.00
Laboratory Manager	\$171.00 / hour	16	\$2,736.00
Dispatcher	\$77.00 / hour	18	\$1,386.00
SUBTOTAL			\$7,824.00

TASK DESCRIPTION	RATE	UNITS	COST
TOTAL ESTIMATED COST			\$65,522.00

Revised Cost \$51,250.00



SCOPE OF WORK AUTHORIZATION

This Scope of Work, dated December 20, 2022 is, upon execution of the Parties, incorporated as Scope of Work _____ under Master Services Agreement No. C93495M by and between Leighton Consulting, Inc., ("LEIGHTON") and Valley Construction Management ("CLIENT"), effective June 23, 2016.

Description of Services: Geotechnical, Special Inspection, and Materials Testing Services, San Elijo Water Campus Biosolids Dewatering Facilities Improvements Project, San Elijo Joint Powers Authority, Cardiff by the Sea, California, Proposal Number SD22-298, dated December 20, 2022.

LEIGHTON:
Leighton Consulting, Inc.
3934 Murphy Canyon Road, Suite B-205
San Diego, California 92123
Telephone: (619) 246-6623
Email: rbutz@leightongroup.com
Prime Contact for this Project:
Mr. Roy Butz

CLIENT:
Valley Construction Management
3525 Del Mar Heights Road, Suite 192
Del Mar, California 92067
Telephone: (858) 444-6804
email: paul.mochel@valleycom.com
Prime Contact for this Project:
Mr. Paul Mochel

Cost: Geotechnical, special inspection, and materials testing services shall be undertaken on a time-and-materials basis for the amount of approximately \$51,250. With your written authorization for additional services beyond the stated scope, if any, will also be charged on a time-and-materials basis in accordance with our discounted 2022 Professional Fee Schedule.

Report Distribution: (1) electronic

Payment: within 30 days after receipt of invoice.

I have reviewed and agree to this scope of work.

LEIGHTON CONSULTING, INC.:

VALLEY CONSTRUCTION MANAGEMENT:

By Signature

By Signature

Name (Print or Type)

Name (Print or Type)

Date

Date

References

Black and Veatch, 2022, San Elijo Water Campus Biosolids Dewatering Facilities Improvements Project, Design Plans, dated September 2022.

San Elijo joint Powers Authority, 2022, Bid Package for San Elijo Water Campus Biosolids Dewatering Facilities Improvements, dated September 2022.

LABOR RATES

CLASSIFICATION	\$/HR	CLASSIFICATION	\$/HR
Technician I.....	85	Project Administrator/Word Processor/Dispatcher	77
Technician II / Special Inspector	94	Information Specialist	113
Senior Technician / Senior Special Inspector	110	CAD Operator.....	131
Prevailing Wage (field soils / materials tester) *	143	GIS Specialist.....	131
Prevailing Wage (Special Inspector) *	146	GIS Analyst	153
Prevailing Wage (On site Source Inspector, NDT and soil remediation O&M)*.....	150	Staff Engineer / Geologist / Scientist	143
System Operation & Maintenance (O&M) Specialist.....	139	Senior Staff Engineer / Geologist / Scientist / ASMR	156
Non Destructive Testing (NDT).....	146	Operations / Laboratory Manager.....	171
Deputy Inspector	110	Project Engineer / Geologist / Scientist	180
Field / Laboratory Supervisor	139	Senior Project Engineer / Geologist / Scientist / SMR.....	198
Source Inspector	126	Associate.....	221
City of Los Angeles Deputy Building (including Grading) Inspector	149	Principal.....	243
* See Prevailing Wages in Terms and Conditions		Senior Principal	293

GEOTECHNICAL LABORATORY TESTING

METHOD	\$/TEST	METHOD	\$/TEST
CLASSIFICATION & INDEX PROPERTIES		COMPACTION & PAVEMENT SUBGRADE TESTS	
Photograph of sample	10	Standard Proctor compaction, 4 points (ASTM D698)	
Moisture content (ASTM D2216).....	20	- 4 inch diameter mold (Methods A & B)	160
Moisture & density (ASTM D2937) ring samples.....	30	- 6 inch diameter mold (Method C)	215
Moisture & density (ASTM D2937) Shelby tube or cutting	40	Modified Proctor compaction 4 points (ASTM D1557):	
Atterberg limits 3 points (ASTM D4318):	150	- 4 inch diameter mold Methods A & B.....	220
- Single point, non-plastic.....	85	- 6 inch diameter mold Method C.....	245
- Atterberg limits (organic ASTM D2487 / D4318)	180	Check point (per point)	65
- Visual classification as non-plastic (ASTM D2488).....	10	Relative compaction of untreated/treated soils/aggregates (CTM 216)	250
Particle size:		Relative density 0.1 ft mold (ASTM D4253, D4254)	235
- Sieve only 1½ inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202).....	135	California Bearing Ratio (ASTM D1883)	
- Large sieve 6 inch to #200 (AASHTO T27/ASTM C136/ASTM D6913/CTM 202).....	175	- 3 point.....	500
- Hydrometer only (ASTM D7928)	110	- 1 point.....	185
- Sieve + hydrometer ≤3 inch sieve, (ASTM 7928)	185	R-Value untreated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301).....	310
- Percent passing #200 sieve, wash only (ASTM D1140).....	70	R-Value lime or cement treated soils/aggregates (AASHTO T190/ASTM D2844/CTM 301)	340
Specific gravity and absorption of fine aggregate (AASHTO T84/ASTM C128/ASTM D854/CTM 207).....	130	SOIL CHEMISTRY & CORROSIVITY	
Specific gravity and absorption of coarse aggregate (AASHTO T85/ASTM C127/CTM 206).....	100	pH Method A (ASTM D4972 or CTM 643)	45
- Total porosity - on Shelby tube sample (calculated)	165	Electrical resistivity – single point – as received moisture	45
- Total porosity - on other sample (calculated)	155	Minimum resistivity 3 moisture content points (ASTM G187/CTM 643)	90
Shrinkage limits wax method (ASTM D4943).....	126	pH + minimum resistivity (CTM 643)	130
Pinhole dispersion (ASTM D4647).....	210	Sulfate content - gravimetric (CTM 417 B Part 2).....	70
Dispersive characteristics (double hydrometer ASTM D4221)	90	Sulfate content - by ion chromatograph (CTM 417 Part 2)	80
As-received moisture & density (chunk/carved samples).....	60	Sulfate screen (Hach®)	30
Sand Equivalent (AASHTO T176/ASTM D2419/CTM 217)	105	Chloride content (AASHTO T291/CTM 422)	70
SHEAR STRENGTH		Chloride content – by ion chromatograph (AASHTO T291/CTM 422).....	80
Pocket penetrometer	15	Corrosion suite: minimum resistivity, sulfate, chloride, pH (CTM 643)	265
Direct shear (ASTM D3080, mod., 3 points):		Organic matter content (ASTM D2974)	65
Consolidated undrained - 0.05 inch/min (CU)	285	CONSOLIDATION & EXPANSION/SWELL TESTS	
Consolidated drained - <0.05 inch/min (CD)	345	Consolidation (ASTM D2435):.....	195
Residual shear EM 1110-2-1906-IXA (price per each additional pass after shear).....	50	Each additional time curve	45
Remolding or hand trimming of specimens (3 points)	90	Each additional load/unload w/o time reading	40
Oriented or block hand trimming (per hour).....	65	Expansion Index (ASTM D4829).....	130
Single point shear.....	105	Single load swell/collapse - Method B (ASTM D4546-B, seat, load & inundate only).....	105
Torsional shear (ASTM D6467 / ASTM D7608).....	820	Swell collapse Method A up to 10 load/unloads w/o time curves (ASTM D4546-A)	290

METHOD	\$/TEST
TRIAXIAL TESTS	
Unconfined compression strength of cohesive soil (with stress/strain plot, ASTM D2166).....	135
Unconsolidated undrained triaxial compression test on cohesive soils (UU, ASTM D2850, USACE Q test, per confining stress).....	170
Consolidated undrained triaxial compression test for cohesive soils, (CU, ASTM D4767, USACE R-bar test) with back pressure saturation & pore water pressure measurement (per confining stress).....	375
Consolidated drained triaxial compression test (CD, USACE S), with volume change measurement. Price per soil type below EM 1110-2-1906(X):	
Sand or silty sand soils (per confining stress).....	375
Silt or clayey sand soils (per confining stress).....	500
Clay soils (per confining stress).....	705
Three-stage triaxial (sand or silty sand soils).....	655
Three-stage triaxial (silt or clayey sand soils).....	875
Three-stage triaxial (clay soils).....	1,235
Remolding of test specimens.....	65

METHOD	\$/TEST
HYDRAULIC CONDUCTIVITY TESTS	
Triaxial permeability in flexible-wall permeameter with backpressure saturation at one effective stress (EPA 9100/ASTM D5084, falling head Method C):.....	310
Each additional effective stress.....	120
Hand trimming of soil samples for horizontal K.....	60
Remolding of test specimens.....	65
Permeability of granular soils (ASTM D2434).....	135
Soil suction (filter paper method, ASTM D5298).....	400
SOIL-CEMENT	
Moisture-density curve for soil-cement mixtures (ASTM D558).....	240
Wet-dry durability of soil-cement mixtures (ASTM D559) ¹	1,205
Compressive strength of molded soil-cement cylinder (ASTM D1633) ¹	60
Soil-cement remolded specimen (for shear strength, consolidation, etc.) ¹	235

¹ Compaction (ASTM D558 maximum density) should also be performed – not included in above price

CONSTRUCTION MATERIALS LABORATORY TESTING

METHOD	\$/TEST
CONCRETE STRENGTH CHARACTERISTICS	
Concrete cylinders compression (ASTM C39) (6" x 12" and 4" x 8").....	35
Compression, concrete or masonry cores (testing only) ≤6 inch (ASTM C42).....	40
Trimming concrete cores (per core).....	20
Flexural strength of concrete (simple beam-3rd pt. loading, ASTM C78/CTM 523).....	85
Flexural strength of concrete (simple beam-center pt. loading, ASTM C293/CTM 523).....	85
Non shrink grout cubes (2 inch, ASTM C109/C1107).....	25
Drying shrinkage - four readings, up to 90 days, 3 bars (ASTM C157).....	400
Length of concrete cores (CTM 531).....	40
HOT MIX ASPHALT (HMA)	
Resistance of compacted HMA to moisture-induced damage (AASHTO T283/CTM 371).....	2,100
Hamburg Wheel, 4 briquettes (modified) (AASHTO T324).....	900
Superpave gyratory compaction (AASHTO T312/ASTM D6925).....	350
Extraction by ignition oven, percent asphalt (AASHTO T308/ASTM D6307/CTM 382).....	150
Ignition oven correction/correlation values (AASHTO T308/ASTM D6307/CTM 382).....	1,350
Extraction by centrifuge, percent asphalt (ASTM D2172).....	150
Gradation of extracted aggregate (AASHTO T30/ASTM D5444/CTM 202).....	135
Stabilometer, S-Value (ASTM D1560/CTM 366).....	265
Bituminous mixture preparation (AASHTO R30/CTM 304).....	80
Moisture content of HMA (AASHTO T329/ASTM D6037/CTM 370).....	60
Bulk specific gravity of compacted HMA, molded specimen or cores, uncoated (AASHTO T166/ASTM D2726/CTM 308).....	50
Bulk specific gravity of compacted HMA, molded specimen or cores, paraffin-coated (AASHTO T275/ASTM D1188/CTM 308).....	55
Maximum density - Hveem (CTM 308).....	200
Theoretical maximum density and specific gravity of HMA (AASHTO T209/ASTM D2041/CTM 309).....	130
Thickness or height of compacted bituminous paving mixture specimens (ASTM D3549).....	40
Wet track abrasion of slurry seal (ASTM D3910).....	150
Rubberized asphalt (add to above rates).....	+25%
BRICK	
Compression - cost for each, 5 required (ASTM C67).....	50
Absorption - cost for each, 5 required (ASTM C67).....	50

METHOD	\$/TEST
AGGREGATE PROPERTIES	
Bulk density and voids in aggregates (AASHTO T19/ASTM C29/CTM 212).....	50
Organic impurities in fine aggregate sand (AASHTO T21/ASTM C40/CTM 213).....	60
LA Rattler-smaller coarse aggregate <1.5" (AASHTO T96/ASTM C131/CTM 211).....	200
LA Rattler-larger coarse aggregate 1-3" (AASHTO T96/ASTM C535/CTM 211).....	250
Apparent specific gravity of fine aggregate (AASHTO T84/ASTM C128/CTM 208).....	130
Specific gravity and absorption of coarse aggregate (ASTM C127/CTM 206)	
>#4 retained.....	100
Clay lumps, friable particles (AASHTO T112/ASTM C142).....	175
Durability Index (AASHTO T210/ASTM D3744/CTM 229).....	200
Moisture content of aggregates by oven drying (AASHTO T255/ASTM C566/CTM 226).....	40
Uncompacted void content of fine aggregate (AASHTO T304/ASTM C1252/CTM 234).....	130
Percent of crushed particles (AASHTO T335/ASTM D5821/CTM 205).....	135
Flat & elongated particles in coarse aggregate (ASTM D4791/CTM 235).....	215
Cleanness value of coarse aggregate (CTM 227).....	210
Soundness, magnesium (AASHTO T104/ASTM C88/CTM 214).....	225
Soundness, sodium (AASHTO T104/ASTM C88/CTM 214).....	650

MASONRY	
Mortar cylinders 2" x 4" (ASTM C780).....	30
Grout prisms 3" x 6" (ASTM C1019).....	30
Masonry cores compression, ≤6" diameter - testing only (ASTM C42).....	40
Masonry core shear testing (Title 24).....	80
Veneer bond strength, cost for each - 5 required (ASTM C482).....	55
CMU compression to size 8" x 8" x 16" - 3 required (ASTM C140).....	55
CMU moisture content, absorption & unit weight - 6 required (ASTM C140).....	50
CMU linear drying shrinkage (ASTM C426).....	175
CMU grouted prisms compression test ≤8" x 8" x 16" (ASTM C1314).....	200
CMU grouted prisms compression test > 8" x 8" x 16" (ASTM C1314).....	250

BEARING PADS/PLATES AND JOINT SEAL	
Elastomeric bearing pads (Caltrans SS 51-3).....	990
Elastomeric bearing pad with hardness and compression tests (Caltrans SS 51-3).....	1,230
Type A Joint Seals (Caltrans SS 51-2).....	1,620
Type B Joint Seals (Caltrans SS 51-2).....	1,530
Bearing plates (A536).....	720

METHOD	\$/TEST
REINFORCING STEEL AND PRESTRESSING STRANDS	
Rebar tensile test, ≤ up to No. 11 (ASTM A370).....	65
Rebar tensile test, ≥ No. 14 & over (ASTM A370)	200
Rebar bend test, up to No. 11 (ASTM A370).....	65
Rebar bend test, ≥ No. 14 & over (ASTM A370).....	200
Resistance butt-welded hoops/bars, tensile test, ≤ up to No. 10 (CTM 670)....	65
Resistance butt-welded hoops/bars, tensile test, ≥ No. 11 & over (CTM 670)...	85
Mechanical rebar splice, tensile test, ≤ up to No. 11 (CTM 670).....	65
Mechanical rebar splice, slip test, ≤ up to No. 11 (CTM 670).....	40
Mechanical rebar splice, tensile test, ≥ No. 14 & over (CTM 670).....	200
Mechanical rebar splice, slip test, ≥ No. 14 & over (CTM 670).....	200
Headed rebar splice, tensile test, ≤ up to No. 11 (CTM 670).....	65
Headed rebar splice, tensile test, ≥ No. 14 & over (CTM 670).....	200
Epoxy coated rebar/dowel film thickness (coating) test (ASTM A775/A934).....	45
Epoxy coated rebar/dowel continuity (Holiday) test (ASTM A775/A934).....	65
Epoxy coated rebar flexibility/bend test, up to No. 11 (ASTM A775/A934).....	45
Prestressing wire, tension (ASTM A416)	175
Sample preparation (cutting)	50

METHOD	\$/TEST
STREET LIGHTS/SIGNALS	
LED Luminaires / Signal Modules / Countdown Pedestrian Signal Face Modules (Caltrans RSS 86).....	1,300
SPRAY APPLIED FIREPROOFING	
Unit weight (density, ASTM E605).....	60
FASTENERS / BOLTS / RODS	
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	65
F3125 GR A307, A325 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	75
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370)	65
A490 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)	75
A593 Bolts, tensile test, ≤ up to 1-1/4" diameter, stainless steel (ASTMA370)...	65
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, plain (ASTM A370).....	100
F1554 Bolts, tensile test, ≤ up to 1-1/4" diameter, galvanized (ASTM A370)...	120
SAMPLE TRANSPORT	
Pick-up & delivery (weekdays, per trip, <50 mile radius from Leighton office) ...	90

EQUIPMENT LIST

ITEM	\$UNIT
1/4 inch Grab plates	5 each
1/4 inch Tubing (bonded).....	0.55 foot
1/4 inch Tubing (single)	0.35 foot
3/8 inch Tubing, clear vinyl	0.55 foot
4-Gas meter (RKI Eagle or similar)/GEM 2000	130 day
Air flow meter and purge pump (200 cc/min).....	50 day
Box of 24 soil drive-sample rings.....	120 box
Brass sample tubes	10 each
Caution tape (1000-foot roll).....	20 each
Combination lock or padlock	11 each
Compressed air tank and regulator	50 day
Concrete coring machine (≤6-inch-dia).....	150 day
Consumables (gloves, rope, soap, tape, etc.).....	35 day
Core sample boxes.....	11 each
Crack monitor Two-Dimensional.....	25 each
Crack monitor Three-Dimensional.....	30 each
Cutoff saws, reciprocating, electric (Sawzall®)	75 day
D-Meter Walking Floor Profiler	100 day
Disposable bailers	12 each
Disposable bladders.....	10 each
Dissolved oxygen meter	45 day
DOT 55-gallon containment drum with lid	65 drum
Double-ring infiltrometer	125 day
Dual-stage interface probe	80 day
Dynamic Cone Penetrometer	400 day
Generator, portable gasoline fueled, 3,500 watts.....	90 day
Global Positioning System/Laser Range Finder.....	80 day
Hand auger set.....	90 day
HDPE safety fence (≤100 feet)	40 roll
Horiba U-51 water quality meter.....	135 day
Light tower (towable vertical mast).....	150 day
Magnehelic gauge	15 day
Manometer	25 day
Mileage (IRS Allowable)	0.625 mile

ITEM	\$ UNIT
Moisture test kit (excludes labor to perform test, ASTM E1907)	60 test
Nuclear moisture and density gauge	88 day
Electrical moisture and density gauge	88 Day
Pachometer	25 day
Particulate Monitor.....	125 day
pH/Conductivity/Temperature meter	55 day
Photo-Ionization Detector (PID).....	120 day
Pump, Typhoon 2 or 4 stage	50 day
QED bladder pump w/QED control box.....	160 day
Quire fee – Phase I only	200 each
Resistivity field meter and pins	50 day
Slip / threaded cap, 2-inch or 4-inch diameter, PVC Schedule 40.....	15 each
Slope inclinometer	200 day
Soil sampling T-handle (Encore)	10 day
Soil sampling tripod	35 day
Speedy (R) moisture tester.....	5 day
Stainless steel bailer.....	40 day
Submersible pump, 10 gpm, high powered Grundfos 2-inch with controller	160 day
Submersible pump/transfer pump, 10-25 gpm	50 day
Support service truck usage (well installation, etc.).....	200 day
Survey/fence stakes	8 each
Tedlar® bags	18 each
Traffic cones (≤25)/barricades (single lane).....	50 day
Turbidity meter	70 day
Tyvek® suit (each).....	18 each
Vapor sampling box.....	55 day
Vehicle usage (carrying equipment)	20 hour
VelociCalc.....	35 day
Visqueen (20 x 100 feet)	100 roll
Water level indicator (electronic well sounder) <300 feet deep well.....	60 day
ZIPLEVEL®.....	15 day
Other specialized geotechnical and environmental testing and monitoring equipment are available, and priced per site	

TERMS AND CONDITIONS

- **Expiration:** This fee schedule is effective through December 31, 2022 after which remaining work will be billed at then-current rates.
- **Proposal Expiration:** Proposals are valid for at least 30 days, subject to change after 30 days; unless otherwise stated in an attached proposal.
- **Prevailing Wages:** Our fees for prevailing wage work are based upon California prevailing wage laws and wage determinations. Unless specifically indicated in our proposal, costs for apprentice are not included. If we are required to have an apprentice on your project, additional fees will be charged.
- **Overtime:** Standard overtime rate is per California Labor Law and is billed at 1.5 or 2 times their hourly billing rate. Overtime rate for non-exempt field personnel working on a Leighton observed holiday is billed at 2 times their hourly billing rate. Overtime rate for Prevailing wage work is per the California Department of Industrial Relations (DIR) determination and is multiplied at 1.5 to 2 times their hourly billing rate for overtime and double-time, respectively.
- **Expert Witness Time:** Expert witness deposition and testimony will be charged at 2 times hourly rates listed on the previous pages, with a minimum charge of four hours per day.
- **Minimum Field Hourly Charges:** For Field Technicians, Special Inspectors or any on-site (field) materials testing services:
 - 4 hours:** 4-hour minimum charge up to the first four hours of work
 - 8 hours:** 8-hour minimum charge for over four hours of work, up to eight hours.

Project time accrued includes portal to portal travel time.
- **Insurance & Limitation of Liability:** These rates are predicated on standard insurance coverage and a limit of Leighton's liability equal to our total fees for a given project.
- **Outside Direct Costs:** Heavy equipment, subcontractor fees and expenses, project-specific permits and/or licenses, project-specific supplemental insurance, travel, subsistence, project-specific parking charges, shipping, reproduction, and other reimbursable expenses will be invoiced at cost plus 20%, unless billed directly to and paid by client.
- **Invoicing:** Invoices are rendered monthly, payable upon receipt in United States dollars. A service charge of 1½-percent per month will be charged for late payment.
- **Client Disclosures:** Client agrees to provide all information in Client's possession about actual or possible presence of buried utilities and hazardous materials on the project site, prior to fieldwork, and agrees to reimburse Leighton for all costs related to unanticipated discovery of utilities and/or hazardous materials. Client is also responsible for providing safe and legal access to the project site for all Leighton field personnel.
- **Earth Material Samples:** Quoted testing unit rates are for soil and/or rock (earth) samples free of hazardous materials. Additional costs will accrue beyond these standard testing unit rates for handling, testing and/or disposing of soil and/or rock containing hazardous materials. Hazardous materials will be returned to the site or the site owner's designated representative at additional cost not included in listed unit rates. Standard turn-around time for geotechnical-laboratory test results is 10 working days. Samples will be stored for 2 months, after which they will be discarded. Prior documented notification is required if samples need to be stored for a longer time. A monthly storage fee of \$10 per bag and \$5 per sleeve or tube will be applied. Quoted unit rates are only for earth materials sampled in the United States. There may be additional cost for handling imported samples.
- **Construction Material Samples:** After all designated 28-day breaks for a given sample set meet specified compressive or other client-designated strength, all "hold" cylinders or specimens will be automatically disposed of, unless specified in writing prior to the 28-day break. All other construction materials will be disposed of after completion of testing and reporting.



October 24, 2022

Mr. Paul Mochel
Valley Construction Management

Subject: Proposal to Provide Electrical, Instrumentation and Control Construction Management Services for: San Elijo Joint Powers Authority – Biosolids Dewatering Facilities Improvements Project

Dear Mr. Mochel

Rockwell Construction Services (RCS) is pleased to offer a Proposal to Provide Professional Services as described below.

Project Understanding

The project scope of work includes oversight and CM services throughout construction of the Project. We will take an active role in the Start-up and Commissioning of the newly installed systems. This proposal does not include formal review and comment of Submittals, RFI's or Change Orders. A minimal amount of time has been allotted for cursory review of these documents.

Note: This proposal does not include project oversight on a full-time basis or, whenever the Electrical Contractor is onsite. We will coordinate with the construction team to be onsite during the appropriate times to ensure the project is properly monitored using an efficient budget.

The anticipated budget is broken down into major phases below.

Scope of Work

Task 1 – Misc. informal review and comments on project documentation including Submittals, RFI's, Change Order Requests, etc. = 120 Hrs

Task 2 - Field Oversight and Coordination = 460 Hrs.

Coordinate and Perform field oversight of all Electrical, Instrumentation and Control work throughout construction.

Task 3 – Startup and Testing = 40 Hrs.

RCS to observe and document Startup and Commissioning activities.

Task 4 – Project Closeout = 40 Hrs.

RCS to provide review and comments on final As-built closeout documentation.

Estimated Costs

This budget will be billed on a T&M basis.

The total estimated cost to provide professional services enumerated in the Scope of Work above is (660 hours @ \$175 per hour)

BASELINE BUDGET = \$115,500.00

Regards,

Jim Hudson
ROCKWELL Construction Services, LLC
(760) 715-3082
jim.hudson@rockwell-cs.com